

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1
2. AMENDMENT/MODIFICATION NO. MODIFICATION		3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (IF APPLICABLE)
6. Issued By Code		7. ADMINISTERED BY (If other than Item 6) Code		
8. Name and Address of Contractor (No., street, county, State and ZIP Code)			(x)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
				10A. MODIFICATION OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

	The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers		is extended	X	is not extended.
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Offer's must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO : (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF : FAR 52.212-4(c)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Attached

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

G-FSS-900-C Contact for Contract Administration (July 2003)

Offerors should complete paragraphs (a) and (b) if providing both domestic and overseas delivery. Complete paragraph (a) if providing domestic delivery only. Complete paragraph (b) if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning 552.238-74 Industrial Funding Fee and Sales Reporting(JUL 2003), including reviews of contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change.

(a) Domestic.

Name:

Title:

Address:

ZIP Code:

Telephone No:

FAX No:

Email Address:

(b) Overseas.

Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, Parts and Service.) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

Name:

Title:

Address:

ZIP Code:

Telephone No:

FAX No:

Email Address:

K-FSS-1**AUTHORIZED NEGOTIATORS (MAR 1998)**

The offeror shall, in spaces provided below, fill in the names of all the persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers and electronic mail address of the authorized negotiators.)

Name

Title

Phone

eMail Address

552.216-73 ORDERING INFORMATION (SEP 1999) (ALTERNATE II—SEP 1999)

- a. In accordance with the Placement of Orders clause of this solicitation, the offeror elects to receive orders placed by GSA's Federal Supply Service (FSS) by:

☐

Facsimile transmission or

☐

Computer-to-computer Electronic Data Interchange (EDI).

- b. An offeror electing to receive computer-to-computer EDI is requested to indicate below the name, address, and telephone number of the representative to be contacted regarding establishment of an EDI interface.

Address:

- c. An offeror electing to receive orders by facsimile transmission is requested to indicate below the telephone number(s) for facsimile transmission equipment where orders should be forwarded.

Fax Number 1:

Fax Number 2:

- d. For mailed orders, the offeror is requested to include the postal mailing address(es) where paper form orders should be mailed.

Address:

- e. Offerors marketing through dealers are requested to indicate below whether those dealers will be participating in the proposed contract.

Yes

☐

No

☐

If "Yes" is checked, ordering information to be inserted above shall reflect that in addition to offeror's name, address, and facsimile transmission telephone number, orders can be addressed to the offeror's name, c/o nearest local dealer. In this event, two copies of a list of participating dealers shall accompany this offer, and shall also be included in Contractor's Federal Supply Schedule pricelist.

52.215-6**PLACE OF PERFORMANCE (OCT 1997)**

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

**PLACE OF PERFORMANCE (Street
Address, City, State, County,
Zip Code)**

**NAME AND ADDRESS OF OWNER AND
OPERATOR OF THE PLANT OR
FACILITY IF OTHER THAN
OFFEROR OR RESPONDENT**

- (a) This solicitation is issued to establish contracts which may be used as sources of supplies or services described herein for domestic and/or overseas delivery.

- (b) Definitions-

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories.

- (c) Offerors are requested to check one of the following boxes:

☐

Contractor will provide domestic and overseas delivery.

☐

Contractor will provide overseas delivery only.

☐

Contractor will provide domestic delivery only.

- (d) Resultant contracts may be used on a non-mandatory basis by the following activities: Executive agencies; other Federal agencies, mixed-ownership Government corporations, and the District of Columbia; Government contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1; and other activities and organizations authorized by statute or regulation to use GSA as a source of supply. U.S. territories are domestic delivery points for purposes of this contract. (Questions regarding activities authorized to use this schedule should be directed to the Contracting Officer.)
- (e)(1) The Contractor is obligated to accept orders received from activities within the Executive Branch of the Federal Government.
- (e)(2) The Contractor is not obligated to accept orders received from activities outside the Executive Branch of the Federal Government; however, the Contractor is encouraged to accept orders from such Federal activities. If the Contractor elects to accept such an order, all provisions of the contract shall apply, including clause 552.232-77, Payment by Governmentwide Commercial Purchase Card (Alternate I). If the Contractor is unwilling to accept such an order, and the proposed method of payment is not through the Purchase Card, the Contractor shall return the order by mail or other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept such an order, and the proposed method of payment is through the Purchase Card, the Contractor must so advise the ordering agency within 24 hours of receipt of order. (Reference clause 552.232-77, Payment by Governmentwide Commercial Purchase Card (Alternate I)). Failure to return an order or advise the ordering agency within the time frames above shall constitute acceptance whereupon all provisions of the contract shall apply.
- (f) The Government is obligated to purchase under each resultant contract a guaranteed minimum as specified in the clause I-FSS-106, Guaranteed Minimum, contained elsewhere in this contract.

A. The purpose of this modification is to update contract clauses to the latest version of the Logistics Worldwide (LogWorld) Schedule Solicitation, TFTP-MB-008745-B (Refresh #4). Periodic changes are necessary to update pertinent clauses that keep the solicitation current for all Schedules 874V Contractors. Clauses cited in this modification are hereby incorporated into referenced contract. These clauses replace all previous versions of said clauses

B. CHANGES CITED UNDER THIS PARAGRAPH, IN ADDITION TO THOSE CITED BELOW, ARE APPLICABLE TO ALL CONTRACTS AWARDED PRIOR TO JULY 14, 2006 UNDER ANY PREVIOUS VERSION OF TFTP-MB-008705-B.

**I-FSS-163: Option to Extend the Term of The Contract (Evergreen)
(Apr 2000)**

(i) **Instructions:** If the Evergreen clause is new to referenced contract, Contractor is required to submit pricing or basis for price escalation for Option Periods 3 and 4 (contract years 11 through 20) to the Procuring Contracting Officer (PCO) upon acceptance of this modification. Out-year pricing is subject to negotiations and will result in a separate modification.

Revised Index of Register of Wage Determinations under the Service Contract Act, dated January 1, 2002

(i) **Instructions:** Contractor shall review revised INDEX OF REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT (SCA), ATTACHED HERTO AND MAKE A PART OF THIS MODIFICATION. Contractor is required to notify the PCO of any increase/decreases claimed under FAR 52.222.43 within 30 days after acceptance of this modification. SCA basis is subject to negotiations and will result in a separate modification.

GENERAL CHANGES

The North American Industry Classification Systems (NAICS), and Small Business Size Standards have changed as follows:

NAICS, 561412, Process, Physical Distribution, and Logistics Consulting Services has increased to \$6,500,000.

NAICS, 561210, Facilities Support Services, has increased to \$32,500,000.

DELETED CLAUSES:

52.247-31	F.O.B. Origin, Freight Allowed (June 1988)
552.219-73	Goals for Subcontracting Plan (JUN 2005) (Alternate 1 JUN 2005)
A-FSS-41	Information Collection Requirements and Hours of Operation (NOV 1999)
C-10FT-500	Delivery Schedule (Commercial Professional Services)
D-FSS-10FT-500	Packaging and Packing (Applies to Deliverables Only)
G-FSS-10FT-500	Task Order Invoice Requirements
I-FSS-10FT-100	Support to be Provided to the Government
I-FSS-314	Foreign Taxes and Duties

REVISED CLAUSES:

52.212-1	Instructions to Offerors-Commercial Items (JAN 2006)
52.212-4	Contract Terms and conditions-Commercial items (SEPT 2005)
52.208-9	Contractor Use of Mandatory Source of Supply for Services (JUL 2004)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005)

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52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts (AUG 2005)
52.219-9	Small Business Subcontracting Plan (JUL 2005)
52.222-19	Child Labor-Cooperation with Authorities and Remedies (JAN 2006)
52.225-5	Trade Agreements (APR 2006)
52.225-13	Restrictions on Certain Foreign Purchase (FEB 2006)
52.222-41	Service Contract Act of 1965, as Amended (JUL 2005)
552.223-71	Nonconforming Hazardous Material (SEP 1999)
552.219-72	Preparation, Submission and Negotiation of Subcontracting Plans (JUNE 2005)
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (April 2006)
552.212-70	Preparation of Offer (Multiple Award Schedule) (AUG 1997)
552.215-72	Price Adjustment—failure to provide accurate information Z (AUG 1997)
552.216-72	Placement of Orders (SEP 1999) (Alternate II--SEP 1999)
552.229-71	Federal Excise Tax-DC Government (SEP 1999)
552.252.5	Authorized Deviations or Variations in Provisions (Sep 1999) (Deviation FAR 52.252-5)
A-FSS-11	Consideration of Offers under Standing Solicitations (DEC 2000)
G-FSS-900-C	Contact for Contract Administration (JUL 2003)
552-238-75	Price Reductions (Sep 1999)
I-FSS-95	Re-Representation of Size Status for Option Periods (JUN 2003)
552.232-82	Contractor's Remittance (Payment) Address (MAY 2003)
552.232-83	Contractor's Billing Responsibilities (MAY 2003)
<u>NEW CLAUSES:</u>	
52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2006)
552.211-74	Charges for Marking (FEB 1996) (Incorporated by Reference)
552.211-75	Preservation, Packaging, and Packing (FEB 1996) (Incorporated by Reference)

C. CHANGES CITED UNDER THIS PARAGRAPH, IN ADDITION TO THOSE CITED ABOVE APPLY TO ANY CONTRACTS AWARDED UNDER SOLICITATION TFTP-MB-008705-B posted March 20, 2000.

Special Item Number 874-507, Operations and Maintenance Logistics Management and Support Services, was added to the schedule

NAICS code 561210, Facilities Support Services, was added as part of the SIN addition.

Condition added that the NAICS that represents the preponderance of proposed estimated annual sales in LogWorld offer shall be designated as the single NAICS for the contact award.

REVISED AND/OR NEW CLAUSES:

- I-FSS-646: Blanket Purchase Agreements (May 2000)
- 52.219-9 Small Business Subcontracting Plan (Oct 2001)
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Viet Nam era, and other eligible Veterans (Dec 2002)
- 52.2223-14 Toxic Chemical Release Reporting (Oct 2000)
- I-FSS-969 Economic Price Adjustment – FSS Multiple Award Schedule (Jan 2002)
- 552.232-77 Payment by Government Commercial Purchase Card (Mar 2000) (Alternate I-Mar 2000)
- 552.246-73 Warranty – Multiple Award Schedule (Mar 2000)
- C-FSS-370 Contractor Tasks/Special Requirements (Nov 2001)
- G-FSS-914-A Contractor's Billing Responsibilities (May 2000)
- G-FSS-920 Ordering Procedures for Services (Requiring a Statement of Work)(May 2000)
- I-FSS-40 Contractor Team Arrangements (Sep 2000)
- I-FSS-60 Performance Incentives (April 2000)

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- I-FSS-103 Scope of Contract Worldwide (Mar 2000)
- I-FSS-106 Guaranteed Minimum (Oct 2000)
- I-FSS-108 Clauses for Overseas Coverage (May 2000)
- o D-FSS-471 Marking and Documentation Requirements Per Shipment
- o D-FSS-477 Transshipments
- o F-FSS-2-2-F Delivery Prices
- o I-FSS-314 Foreign Taxes and Duties
- o I-FSS-594 Parts and Service
- I-FSS-249B Default (May 2000)
- I-FSS-597 GSA Advantaged (Sep 2000)
- I-FSS-600 Contract Price Lists (Jan 2001)(Tailored)
- I-FSS-639 Contract Sales Criteria (Mar 2002)
- 52.204-4 Printed or Copied Double-side on Recycled Paper (Aug 2000)
- 552.233-70 Protests Filed Directly with the General Service Administration (Mar 2000)
- G-FSS-903 E-Mail and Website URL Address(es) (Jul 2000)
- L-FSS-400 Introduction of New Services/Products (Insp)(Nov 2000)

D. CHANGES CITED UNDER THIS PARAGRAPH, IN ADDITION TO THOSE CITED ABOVE, ARE APPLICABLE TO CONTRACTS AWARDED UNDER ANY PREVIOUS VERSIONS PRIOR TO THE POSTING OF SOLICITATION TFTP-MB-0087405-C , posted July 11, 2002.

REVISED CLAUSES:

- 552.238-74 Industrial Funding Fee and Sales Reporting(Jul 2003)
- 552.212-71 Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Sales (Jul 2003)
- 552.212-72 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to GSA Acquisition of Commercial Items. (Sep 2003)
- 552.215-71 Examination of Records by GSA (Multiple Award Schedule)(Jul 2003)
- I-FSS-40 Contractor Team Arrangements (Jul 2003)
- I-FSS-106 Guaranteed Minimum (Jul 2003)
- 52.225-5 Trade Agreements (OCT 2003)
- 52.225-13 Restrictions on Certain Foreign Purchases (OCT 2003)
- 52.232-33 Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003)
- 552.212-72 Contract Terms and Conditions Required to Implement Statutes or Executive Orders- Applicable to GSA Acquisition of Commercial Items (SEPT 2003)
- C-FSS-370 Contractor Tasks/Special Requirements (Nov 2003)
- 552.238-72 Identification of Products that have Environmental Attributes (Sep 2003)
- 552.211-15 Defense Priorities and Allocations System Requirements (MAR 2003)

E. CHANGES CITED UNDER THIS PARAGRAPH, IN ADDITION TO THOSE CITED ABOVE, ARE APPLICABLE TO CONTRACTS AWARDED UNDER TFTP-MB-008705-B (Refresh 2) (March 2004).

GENERAL CHANGES

Revised language pertaining to NAICS and size determinations as stated in solicitation paragraph A.2.

Added language in paragraph B.2, regarding the prohibition of personal services.

Added languages in Scope of Work for services not included in this solicitation F.

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EXCEPTIONS: Contractors who take exception to the mass modification must contact the PCO within 10 days after receipt. Due to the variety of clause changes (depending on the award date of contract) some exceptions may be granted. Exceptions will be negotiated on a case-by-case basis. IF EXCEPTIONS ARE NEGOTIATED, THIS CONTRACT WILL NOT BE AVAILABLE ON LINE FOR USE BY FEDERAL AGENCIES WHICH MAY PRECLUDE THE CONTRACTOR FROM OPPORTUNITIES FOR CONSIDERATION ON TASK ORDERS.

52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (OCT 2003)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or performance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights—

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract. TAILORED - SEE CLAUSE 52.232-23 - ASSIGNMENT OF CLAIMS.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to

the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment
If shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds

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Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.
- (h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) *Payment.—*
- (1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
 - (2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
 - (3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
 - (4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
 - (5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.
- (j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. - TAILORED -
SEE CLAUSE 552.246-73 - WARRANTY-MULTIPLE AWARD SCHEDULE

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- (p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
- (1) The schedule of supplies/services.
 - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
 - (3) The clause at 52.212-5.
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
 - (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The Standard Form 1449.
 - (8) Other documents, exhibits, and attachments.
 - (9) The specification.
- (t) Central Contractor Registration (CCR).
- (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
 - (2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to
 - (A) change the name in the CCR database;
 - (B) comply with the requirements of Subpart 42.12; and
 - (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
 - (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
 - (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
 - (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

ADDENDUM TO 52.212-4

INMUNIFICATION AND LIABILITY

For disposal, recycle or salvage services performed under SIN 874-501, 874-502, 874-503, 874-504 and 874-507 it is understood that the General Services Administration (GSA) does not become an owner, operator, generator, arranger, or transporter of hazardous substances or wastes by executing a schedule contract or by the award of a task order by an ordering agency against a schedule contract for remediation or reclamation, recycling and disposal services. As a result, GSA shall not incur any liability under any environmental laws for contamination to the extent resulting from the negligent acts or omissions of a schedule contractor performing the services. In addition, the contractor shall be liable for, and shall indemnify and hold harmless the GSA against, all actions or claims for loss of or damage to property or the injury or death of persons to the extent resulting from the fault, negligence, or wrongful act or omission of the Contractor, its agents, or employees. EXCEPTION: The aforementioned does not apply when GSA is the ordering agency and is procuring the remediation or reclamation, recycling and disposal services for property it owns and/or has legal jurisdiction.

**552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA
ACQUISITION OF COMMERCIAL ITEMS (JUL 2003)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) **Provisions.**

* * 552.237-70 Qualifications of Offerors

(b) **Clauses.**

* X * 552.203-71 Restriction on Advertising

* X * 552.211-73 Marking

* * 552.215-70 Examination of Records by GSA

* X * 552.215-71 Examination of Records by GSA (Multiple Award Schedule)

* X * 552.215-72 Price Adjustment —Failure to Provide Accurate Information

* * 552.219-70 Allocation of Orders—Partially Set-Aside Items

* X * 552.228-70 Workers' Compensation Laws

* X * 552.229-70 Federal, State, and Local Taxes

* X * 552.232-8 Discounts for Prompt Payment

* X * 552.232-23 Assignment of Claims

* * 552.232-71 Adjusting Payments

* * 552.232-72 Final Payment

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* <u>X</u> *	552.232-73 Availability of Funds
* <u>X</u> *	552.237-71 Qualifications of Employees
* _____ *	552.238-71 Submission and Distribution of Authorized FSS Schedule Price List (see C.23 for full text)
* <u>X</u> *	552.232-78 Payment Information
_____ *	552.238-74 Industrial Funding Fee and Sales Reporting (see C.26 for full text)
* _____ *	552.238-75 Price Reductions (see C.32 for full text)
* <u>X</u> *	552.242-70 Status Report of Orders and Shipments
* _____ *	552.243-72 Modifications (Multiple Award Schedule) (see C.36 for full text)
* <u>X</u> *	552.246-73 Warranty—Multiple Award Schedule
* <u>X</u> *	552.246-76 Warranty of Pesticides

52.252-2 CLAUSES INCORPORATED BY REFERENCE FAR (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is
<http://www.acquisition.gov/>

52.203-3	GRATUITIES (APR 1984)
52.204-2	SECURITY REGULATIONS (AUG 1996)
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.208-9 2004)	CONTRACTOR USE OF MANDATORY SOURCE OF SUPPLY FOR SERVICES (JUL
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE SERVICE (FEB 1999)
52.222-29	NOTIFICATION OF VISA DENIAL (JUNE 2003)
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

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52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)
52.224-2	PRIVACY ACT (APR 1989)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACTS (FEB 2000)
52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUNE 2000)
52.227-19	COMMERCIAL COMPUTER SOFTWARE-RESTRICTED RIGHTS (JUNE 1987)
52.229-1	STATE AND LOCAL TAXES (APR 1984)
52.232-7	PAYMENTS UNDER TIME AND MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2005) ALTERNATE II (FEB 2002)
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (DEC 2002) ALTERNATE II (Jul 2005)
52.232-17	INTEREST (JUN 1996)
52.232-37	MULTIPLE PAYMENT ARRANGMENTS (MAY 1999)
52.236-6	INSPECTION –TIME AND MATERIAL AND LABOR HOUR (MAY 2001)
52.237-1	SITE VISIT (APR 1984)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
52.237-3	CONTINUITY OF SERVICES (JAN 1991)
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)
52.242-13	BANKRUPTCY (JUL 1995)
52.242-15	STOP WORK ORDER (AUG 1989)
52.246-4	INSPECTION OF SERVICES—FIXED PRICE (AUG 1996)
552.229-71	FEDERAL EXCISE TAX – DC GOVERNMENT (SEPT 1999)

I-FSS-103 SCOPE OF CONTRACT—WORLDWIDE (JUL 2002)

- (a) This solicitation is issued to establish contracts which may be used as sources of supplies or services described herein for domestic and/or overseas delivery.

- (b) Definitions—

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories.

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- (c) Offerors are requested to check one of the following boxes:
- ☐ Contractor will provide domestic and overseas delivery.
(Refer to clause I-FSS-108, Clauses for Overseas Coverage.)
 - ☐ Contractor will provide overseas delivery only.
(Refer to clause I-FSS-108, Clauses for Overseas Coverage.)
 - ☐ Contractor will provide domestic delivery only.
- (d) Resultant contracts may be used on a nonmandatory basis by the following activities: Executive agencies; other Federal agencies, mixed-ownership Government corporations, and the District of Columbia; Government contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1; and other activities and organizations authorized by statute or regulation to use GSA as a source of supply. U.S. territories are domestic delivery points for purposes of this contract. (Questions regarding activities authorized to use this schedule should be directed to the Contracting Officer.)
- (e) (1) The Contractor is obligated to accept orders received from activities within the Executive Branch of the Federal Government.
- (2) The Contractor is not obligated to accept orders received from activities outside the Executive Branch of the Federal Government; however, the Contractor is encouraged to accept orders from such Federal activities. If the Contractor elects to accept such an order, all provisions of the contract shall apply, including clause 552.232-77, Payment by Governmentwide Commercial Purchase Card (Alternate I). If the Contractor is unwilling to accept such an order, and the proposed method of payment is not through the Purchase Card, the Contractor shall return the order by mail or other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept such an order, and the proposed method of payment is through the Purchase Card, the Contractor must so advise the ordering agency within 24 hours of receipt of order. (Reference clause 552.232-77, Payment by Governmentwide Commercial Purchase Card (Alternate I)). Failure to return an order or advise the ordering agency within the time frames above shall constitute acceptance whereupon all provisions of the contract shall apply.
- (f) The Government is obligated to purchase under each resultant contract a guaranteed minimum as specified in the clause I-FSS-106, Guaranteed Minimum, contained elsewhere in this contract.

I-FSS-106 GUARANTEED MINIMUM (JUL 2003)

The minimum that the Government agrees to order during the period of this contract is \$2,500. If the Contractor receives total orders for less than \$2,500 during the term of the contract, the Government will pay the difference between the amount ordered and \$2,500.

- (a) Payment of any amount due under this clause shall be contingent upon the Contractor's timely submission of GSA Form 72A reports (see GSAR 552.238-74 "Industrial Funding Fee and Sales Reporting") during the period of the contract and receipt of the close-out sales report pursuant to GSAR 552.238-74.
- (b) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

552.216-72 PLACEMENT OF ORDERS (SEP 1999) (ALTERNATE II—SEP 1999)

- (a) The organizations listed below may place orders under this contract. Questions regarding organizations authorized to use this schedule should be directed to the Contracting Officer.
 - (1) Executive agencies.
 - (2) Other Federal Agencies.
 - (3) Mixed-ownership Government corporations.
 - (4) The District of Columbia.
 - (5) Government Contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1.
 - (6) Other activities and organizations authorized by statute or regulation to use GSA as a source of supply.
- (b) Orders may be placed through Electronic Data Interchange (EDI) or mailed in paper form. EDI orders shall be placed using the American National Standards Institute (ANSI) X12 Standard for Electronic Data Interchange (EDI) format.
- (c) If the Contractor agrees, GSA's Federal Supply Service (FSS) will place all orders by EDI using computer-to-computer EDI. If computer-to-computer EDI is not possible, FSS will use an alternative EDI method allowing the Contractor to receive orders by facsimile transmission. Subject to the Contractor's agreement, other agencies may place orders by EDI.
- (d) When computer-to-computer EDI procedures will be used to place orders, the Contractor shall enter into one or more Trading Partner Agreements (TPA) with each Federal agency placing orders electronically in order to ensure mutual understanding by the parties of certain electronic transaction conventions and to recognize the rights and responsibilities of the parties as they apply to this method of placing orders. The TPA must identify, among other things, the third party provider(s) through which electronic orders are placed, the transaction sets used, security procedures, and guidelines for implementation. Federal agencies may obtain a sample format to customize as needed from the office specified in (g) below.
- (e) The Contractor shall be responsible for providing its own hardware and software necessary to transmit and receive data electronically. Additionally, each party to the TPA shall be responsible for the costs associated with its use of third party provider services.
- (f) Nothing in the TPA will invalidate any part of this contract between the Contractor and the General Services Administration. All terms and conditions of this contract that otherwise would be applicable to a mailed order shall apply to the electronic order.
- (g) The basic content and format of the TPA will be provided by:

General Services Administration
Acquisition Operations and Electronic Commerce Center (FCS)
Washington, DC 20406

Telephone: (703) 305-7741

FAX: (703) 305-7720

G-FSS-907 ORDER ACKNOWLEDGEMENT (APR 1984)

Contractors shall acknowledge only those orders which state "Order Acknowledgement Required." These orders shall be acknowledged within 10 days after receipt. Such acknowledgement shall be sent to the activity placing the order and contain information pertinent to the order, including the anticipated delivery date.

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552.216-73 ORDERING INFORMATION (ALT II) (SEP 1999)

- (a) In accordance with the Placement of Orders clause of this solicitation, the offeror elects to receive orders placed by GSA's Federal Supply Service (FSS) by either ☐ facsimile transmission or ☐ computer-to-computer Electronic Data Interchange (EDI).
- (b) An offeror electing to receive computer-to-computer EDI is requested to indicate below the name, address, and telephone number of the representative to be contacted regarding establishment of an EDI interface.

- (c) An offeror electing to receive orders by facsimile transmission is requested to indicate below the telephone number(s) for facsimile transmission equipment where orders should be forwarded.

- (d) For mailed orders, the offeror is requested to include the postal mailing address(es) where paper form orders should be mailed.

- (e) Offerors marketing through dealers are requested to indicate below whether those dealers will be participating in the proposed contract.

YES ☐ NO ☐

If "yes" is checked, ordering information to be inserted above shall reflect that in addition to offeror's name, address, and facsimile transmission telephone number, orders can be addressed to the offeror's name, c/o nearest local dealer. In this event, two copies of a list of participating dealers shall accompany this offer, and shall also be included in Contractor's Federal Supply Schedule pricelist.

C.11 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the Date of Award through Contract Expiration.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995) (VARIATION I—AUG 1999)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount less than \$300, the Government is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract. However, offerors may, if willing to accept smaller orders, specify a smaller amount in their offers. If a smaller amount is offered, it is mutually agreed that the Contractor will accept such orders and specify the smaller minimum order limitation in the applicable catalog/price list. If the offeror fails to specify a smaller amount, the Government may place orders for a smaller amount. Such

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orders shall be deemed to be accepted by the Contractor, unless returned to the ordering office within 5 workdays after receipt by the Contractor.

- (b) Maximum order. The Contractor is not obligated to honor any order for a combination of items in excess of:

ITEM NUMBER/SIN

MAXIMUM ORDER

All Items

\$1,000,000

- (c) Notwithstanding paragraph (b) above, the Contractor shall honor any order exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 workdays after receipt, with written notice stating the Contractor's intent not to ship the item (or items) or perform the service (or services) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
- (d) Notwithstanding paragraph (b) and (c) above, the Contractor shall honor any purchase card orders exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 24 hours after receipt, with written notice stating the Contractor's intent not to ship the item (or items) or perform the service (or services) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I-FSS-125 REQUIREMENTS EXCEEDING THE MAXIMUM ORDER (SEP 1999)

- (a) In accordance with FAR 8.404, before placing an order that exceeds the maximum order threshold, ordering offices shall—
- (1) Review additional schedule contractors' catalogs/price lists or use the "GSA Advantage!" on-line shopping service;
 - (2) Based upon the initial evaluation, generally seek price reductions from the schedule contractor(s) appearing to provide the best value (considering price and other factors); and
 - (3) After price reductions have been sought, place the order with the schedule contractor that provides the best value and results in the lowest overall cost alternative (see FAR 8.404(a)). If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.
- (b) Vendors may:
- (1) offer a new lower price for this requirement (the Price Reduction clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations.)
 - (2) offer the lowest price available under the contract; or
 - (3) decline the order (orders must be returned in accordance with FAR 52.216-19).
- (c) A delivery order that exceeds the maximum order may be placed with the Contractor selected in accordance with FAR 8.404. The order will be placed under the contract..
- (d) Sales for orders that exceed the Maximum Order shall be reported in accordance with GSAR 552.238-74.

52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

52.204-7CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

- (a) Definitions. As used in this clause—

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System+4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields and has marked the record “Active”.
- (b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

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- (1) An offeror may obtain a DUNS number—
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State and Zip Code.
 - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g) (1)
 - (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
 - (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

I-FSS-646 BLANKET PURCHASE AGREEMENTS (MAY 2000)

Blanket Purchase Agreements (BPA's) can reduce costs and save time because individual orders and invoices are not required for each procurement but can instead be documented on a consolidated basis. The Contractor agrees to enter into BPA's with ordering activities provided that:

- (a) The period of time covered by such agreements shall not exceed the period of the contract including option year period(s);
- (b) Orders placed under such agreements shall be issued in accordance with all applicable regulations and the terms and conditions of the contract; and
- (c) BPA's may be established to obtain the maximum discount (lowest net price) available in those schedule contracts containing volume or quantity discount arrangements.

I-FSS-140-B URGENT REQUIREMENTS (JAN 1994)

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing). If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

552.232-83 CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2003)

The Contractor is required to perform all billings made pursuant to this contract. However, if the Contractor has dealers which participate on the contract, and the billing/payment process by the Contractor for sales made by the dealer is a significant administrative burden, the following alternative procedures may be used:

Where dealers are allowed by the Contractor to bill Government agencies and accept payment in the Contractor's name, the Contractor agrees to obtain from all dealers participating in the performance of the contract a written agreement which will require dealers to:

Comply with the same terms and conditions regarding prices as the Contractor, for sales made under the contract;

- (1) Maintain a system of reporting sales under the contract to the manufacturer which includes:
 - (a) the date of sale,
 - (b) the agency to which the sale was made,
 - (c) the product/model sold,
 - (d) the quantity of each product/model sold,
 - (e) the price at which it was sold, including discounts, and
 - (f) all other significant sales data;

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- (2) Be subject to audit by the Government, with respect to sales made under the contract; and
- (3) Place orders and accept payment in the name of the Contractor, in care of the dealer.

An agreement between a Contractor and its dealers pursuant to this procedure will not establish privity of contract between dealers and the Government.

CERTIFICATION

I certify that all dealers participating in the performance of this contract have agreed that their performance will be in accordance with all terms and conditions regarding prices of the contract including the provisions listed above.

Name

Date

552.232-82 CONTRACTOR'S REMITTANCE (PAYMENT) ADDRESS (MAY 2003)

- (a) Payment by electronic funds transfer (EFT) is the preferred method of payment. However, under certain conditions, the ordering activity may elect to make payment by check. The offeror shall indicate below the payment address to which checks should be mailed for payment of proper invoices submitted under a resultant contract.

Payment Address:

- (b) Offeror shall furnish by attachment to this solicitation, the remittance (payment) addresses of all authorized participating dealers receiving orders and accepting payment by check in the name of the Contractor in care of the dealer, if different from their ordering address(es) specified elsewhere in this solicitation. If a dealer's ordering and remittance address differ, both must be furnished and identified as such.
- (c) All offerors are cautioned that if the remittance (payment) address shown on an actual invoice differs from that shown in paragraph (b) of this provision or on the attachment, the remittance address(es) in paragraph (b) of this provision or attached will govern. Payment to any other address, except as provided for through EFT payment methods, will require an administrative change to the contract.

Note: All orders placed against a Federal Supply Schedule contract are to be paid by the individual ordering activity placing the order. Each order will cite the appropriate ordering activity payment address, and proper invoices should be sent to that address. Proper invoices should be sent to GSA only for orders placed by GSA. Any other ordering activity's invoices sent to GSA will only delay your payment.

552.232-77 PAYMENT BY GOVERNMENTWIDE COMMERCIAL PURCHASE CARD (MAR 2000) (ALTERNATE I—MAR 2000)

- (a) Definitions.

"Governmentwide commercial purchase card" means a uniquely numbered credit card issued by a contractor under GSA's Governmentwide Contract for Fleet, Travel, and purchase Card Services to named individual Government employees or entities to pay for official Government purchases.

"Oral order" means an order placed orally either in person or by telephone.

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- (b) The Contractor must accept the Governmentwide commercial purchase card for payments equal to or less than the micro-purchase threshold (see Federal Acquisition Regulation 2.101) for oral or written orders under this contract.
- (c) The Contractor and the ordering agency may agree to use the Governmentwide commercial purchase card for dollar amounts over the micro-purchase threshold, and the Government encourages the Contractor to accept payment by the purchase card. The dollar value of a purchase card action must not exceed the ordering agency's established limit. If the Contractor will not accept payment by the purchase card for an order exceeding the micro-purchase threshold, the Contractor must so advise the ordering agency within 24 hours of receipt of the order.
- (d) The Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item under other contract requirements, the Contractor must immediately credit a cardholder's account for items returned as defective or faulty.
- (e) Payments made using the Governmentwide commercial purchase card are not eligible for any negotiated prompt payment discount. Payment made using a Government debit card will receive the applicable prompt payment discount.

552.232-74 INVOICE PAYMENTS (SEP 1999)

- (a) The due date for making invoice payments by the designated payment office is:
 - (1) For orders placed electronically by the General Services Administration (GSA) Federal Supply Service (FSS), and to be paid by GSA through electronic funds transfer (EFT), the later of the following two events:
 - (i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.
 - (ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.
 - (2) For all other orders, the later of the following two events:
 - (i) The 30th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.
 - (ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor.
 - (3) On a final invoice, if the payment amount is subject to contract settlement actions, acceptance occurs on the effective date of the contract settlement.

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- (b) The General Services Administration will issue payment on the due date in (a)(1) above if the Contractor complies with full cycle electronic commerce. Full cycle electronic commerce includes all the following elements:
 - (1) The Contractor must receive and fulfill electronic data interchange (EDI) purchase orders (transaction set 850).
 - (2) The Contractor must generate and submit to the Government valid EDI invoices (transaction set 810) or submit invoices through the GSA Finance Center Internet-based invoice process. Internet-based invoices must be submitted using procedures provided by GSA.
 - (3) The Contractor's financial institution must receive and process, on behalf of the Contractor, EFT payments through the Automated Clearing House (ACH) system.
 - (4) The EDI transaction sets in (b)(1) through (b)(3) above must adhere to implementation conventions provided by GSA.
- (c) If any of the conditions in (b) above do not occur, the 10 day payment due dates in (a)(1) become 30 day payment due dates.
- (d) Notwithstanding paragraph (g) of the clause at FAR [52.212-4](#), Contract Terms and Conditions--Commercial Items, if the Contractor submits hard-copy invoices, submit only an original invoice. No copies of the invoice are required.
- (e) All other provisions of the Prompt Payment Act (31 U.S.C. 3901 et seq.) and Office of Management and Budget (OMB) Circular A- 125, Prompt Payment, apply.

552.238-71 SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICE LISTS (SEP 1999) (DEVIATION JUL 2004)

- a) The Contracting Officer will return one copy of the Authorized FSS Schedule Price List to the Contractor with the notification of contract award.
- b) The Contractor shall provide to the GSA Contracting Officer
 - (i) Two paper copies of Authorized FSS Schedule Price List; and
 - (ii) The Authorized FSS Schedule Price List on a common-use electronic medium.
- c) The Contracting Officer will provide detailed instructions for the electronic submission with the award notification. Some structured data entry in a prescribed format may be required.
- d) During the period of the contract, the Contractor shall provide one copy of its Authorized FSS Schedule Price List to any authorized schedule user, upon request. Use of the mailing list for any other purpose is not authorized.

I-FSS-600 CONTRACT PRICE LISTS (JUL 2004)

(a) Electronic Contract Data.

- (1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed electronic format as required by clause 552.238-71, Submission and Distribution of Authorized FSS Schedule Price Lists.
- (2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor's electronic files must be complete; correct; readable; virus-free; and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known as GSA Advantage!, a menu-driven database system that provides on-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic order. The Contractor's electronic files must be received no later than 6 months after award. Contractors should refer to clause I-FSS-597, GSA Advantage! for further information.
- (3) Further details on EDI, ICs, and GSA Advantage! can be found in clause I-FSS-599, Electronic Commerce.
- (4) The Contractor is encouraged to place the GSA identifier (logo) on their web site for those supplies or services covered by this contract. The logo can link to the contractor's Federal Supply Schedule price list. The identifier URL is located at fss.gsa.gov/partnership/. All resultant "web price lists" shown on the contractor's web site must be in accordance with section (b)(3)(ii) of this clause and nothing other than what was accepted /awarded by the Government may be included. If the contractor elects to use contract identifiers on its website (either logos or contact number) the website must clearly distinguish between those items awarded on the contract and any other items offered by the contractor on an open market basis.
- (5) The contractor is responsible for keeping all electronic catalog data up to date; e.g., prices, product deletions and replacements, etc.

(b) Federal Supply Schedule Price Lists.

- (1) The Contractor must also prepare, print, and distribute a paper Federal Supply Schedule Price List as required by clause 552.238-71, Submission and Distribution of Authorized FSS Schedule Price Lists. This must be done as set forth in this paragraph (b).
- (2) The Contractor must prepare a Federal Supply Schedule Price List by either:
 - (i) Using the commercial catalog, price list, schedule, or other document as accepted by the Government, showing accepted discounts, and obliterating all items, terms, and conditions not accepted by the Government by lining out those items or by a stamp across the face of the item stating "NOT UNDER CONTRACT" or "EXCLUDED"; or
 - (ii) Composing a price list in which only those items, terms, and conditions accepted by the Government are included, and which contain only net prices, based upon the commercial price list less discounts accepted by the Government. In this instance, the Contractor must show on the cover page the notation "Prices Shown Herein are Net (discount deducted)".
- (3) The cover page of the Federal Supply Schedule Price List must include the following information prepared in the format set forth in this subparagraph (b)(3):
 - (i) GENERAL SERVICES ADMINISTRATION

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Federal Supply Service

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address GSA Advantage! is: GSAAdvantage.gov.

Schedule Title

FSC Group, Part, and Section or Standard Industrial Group (as applicable)

FSC Class(es)/Product code(s) and/or Service Codes (as applicable)

Contract number

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Contract period.

Contractor's name, address, and phone number (include toll-free WATS number and FAX number, if applicable)

Contractor's internet address/web site where schedule information can be found (as applicable).

Contract administration source (if different from preceding entry).

Business size.

- (ii) CUSTOMER INFORMATION: The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the Federal Supply Schedule Price List, a table of contents must be shown on the cover page that refers to the exact location of the information.

- 1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).
- 1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.
- 1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item.
2. Maximum order.
3. Minimum order.
4. Geographic coverage (delivery area).
5. Point(s) of production (city, county, and State or foreign country).
6. Discount from list prices or statement of net price.
7. Quantity discounts.
8. Prompt payment terms.

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- 9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.
- 9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.
- 10. Foreign items (list items by country of origin).
- 11a. Time of delivery. (Contractor insert number of days.)
- 11b. Expedited Delivery. The Contractor will insert the sentence "Items available for expedited delivery are noted in this price list." under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.
- 11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.
- 11d. Urgent Requirements. The Contractor will note in its price list the "Urgent Requirements" clause of its contract and advise agencies that they can also contact the Contractor's representative to effect a faster delivery.
- 12. F.O.B. point(s).
- 13a. Ordering address(es).
- 13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.
- 14. Payment address(es).
- 15. Warranty provision.
- 16. Export packing charges, if applicable.
- 17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).
- 18. Terms and conditions of rental, maintenance, and repair (if applicable).
- 19. Terms and conditions of installation (if applicable).
- 20a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).
- 20b. Terms and conditions for any other services (if applicable).
- 21. List of service and distribution points (if applicable).
- 22. List of participating dealers (if applicable).
- 23. Preventive maintenance (if applicable).

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- 24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).
 - 24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.
 - 25. Data Universal Number System (DUNS) number.
 - 26. Notification regarding registration in Central Contractor Registration (CCR) database.
 - 27. Uncompensated Overtime. (Indicate if used).
- (4) Amendments to Federal Supply Schedule Price Lists must include on the cover page the same information as the basic document plus the title "Supplement No. (sequentially numbered)" and the effective date(s) of such supplements.
 - (5) The Contractor must provide two of the Federal Supply Schedule Price Lists (including covering letters), to the Contracting Officer 30 days after the date of award. Accuracy of information and computation of prices is the responsibility of the Contractor. NOTE: The obliteration discussed in subdivision (b)(2)(i) of this clause must be accomplished prior to the printing and distribution of the Federal Supply Schedule Price Lists.
 - (6) Inclusion of incorrect information (electronically or in paper) will cause the Contractor to reprint/resubmit/correct and redistribute the Federal Supply Schedule Price List, and may constitute sufficient cause for Cancellation, applying the provisions of 52.212-4 , Contract Terms and Conditions (paragraph (m), Termination for Cause), and application of any other remedies as provided by law—including monetary recovery.
 - (7) In addition, one copy of the Federal Supply Schedule Price List must be submitted to the **National Customer Service Center, Bldg. No. 4, 1500 E. Bannister Road, Kansas City, MO 64131.**

I-FSS-599 ELECTRONIC COMMERCE—FACNET (APR 1997)

(a) General Background.

The Federal Acquisition Streamlining Act (FASA) of 1994 establishes the Federal Acquisition Computer Network (FACNET) requiring the Government to evolve its acquisition process from one driven by paperwork into an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI means more than merely automating manual processes and eliminating paper transactions. It can and will help to move business processes (e.g., procurement, finance, logistics, etc.) into a fully electronic environment and fundamentally change the way organizations operate.

(b) Trading Partners and Value-Added Networks (VAN's).

Within the FACNET architecture, electronic documents (e.g., orders, invoices, etc.) are carried between the Federal Government's procuring office and contractors (now known as "trading partners"). These transactions are carried by commercial telecommunications companies called Value-Added Networks (VAN's). Federal Government transactions are provided only to those VAN's that have been certified by DOD and connected to FACNET.

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EDI can be done using commercially available hardware, software, and telecommunications. The selection of a VAN is a business decision contractors must make. There are many different VAN's which provide a variety of electronic services and different pricing strategies. If your VAN only provides communications services, you may also need a software translation package.

(c) Registration Instructions.

DOD will require Contractors to register as trading partners to do business with the Government. This policy can be reviewed via the INTERNET at <http://www.acq.osd.mil/jecpo/>.

To do EDI with the Government, Contractors must register as a trading partner. Contractors will provide regular business information, banking information, and EDI capabilities to all agencies in this single registration. A central repository of all trading partners, **called the Central Contractor Registration (CCR)**, has been developed. All Government procuring offices and other interested parties will have access to this central repository. The database is structured to identify the types of data elements which are public information and those which are confidential and not releasable.

To register, contractors must provide their Dun and Bradstreet (DUNS) number. The DUNS number is available by calling 1(800) 333-0505. It is provided and maintained free of charge and only takes a few minutes to obtain. Contractors will need to provide their Tax Identification Number (TIN). The TIN is assigned by the Internal Revenue Service by calling 1(800) 829-1040. Contractors will also be required to provide information about company bank or financial institution for electronic funds transfer (EFT).

Contractors may register through their Value Added Network (VAN) using an American National Standards Institute (ANSI) ASC X12 838 transaction set, called a "Trading Partner Profile." A transaction set is a standard format for moving electronic data. VAN's will be able to assist contractors with registration. A list of certified VAN's and software providers is available from the Department of Defense (DOD) by calling 1(800) EDI-3414, or from the world wide web at http://www.acq.osd.mil/jecpo/ecip/van_list.htm. Contractors who wish to register without going through a VAN may do so via the INTERNET at <http://www.ecrc.uofs.edu/ccr/ccr.html>.

(d) Implementation Conventions.

All EDI transactions must comply with the Federal Implementation Conventions (IC's). Many VAN's and software providers have already built the IC requirements into their products. If you need to see the IC's, they are available on a registry maintained by the National Institute of Standards and Technology (NIST). It is accessible via the INTERNET at <http://snad.ncsl.nist.gov/dartg/edi/fededi.html>. IC's are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice, Request for Quotes, etc.

(e) Additional Information.

GSA has additional information available for vendors who are interested in starting to use EC/EDI. Contact the Contracting Officer for a copy of the latest handbook. Several resources are available to vendors to assist in implementing EC/EDI; specific addresses are available in the handbook or from the Contracting Officer:

- (1) Electronic Commerce Resource Centers (ECRC's) are a network of U.S. Government-sponsored centers that provide EC/EDI training and support to the contractor community. They are found in over a dozen locations around the country.
- (2) Procurement Technical Assistance Centers (PTAC's) and Small Business Development Centers (SBDC's) provide management assistance to small business owners. Each state has several locations.
- (3) Most major US cities have an EDI user group of companies who meet periodically to share information on EDI-related subjects.

(f) **GSA Advantage!™.**

(1) **GSA Advantage!™** will use this FACNET system to receive catalogs, invoices and text messages; and to send purchase orders,

application advice, and functional acknowledgments. **GSA Advantage!™** enables customers to:

- (i) Perform database searches across all contracts by manufacturer; manufacturer's model/part number; vendor; and generic product categories.
- (ii) Generate their own EDI delivery orders to contractors, generate EDI delivery orders from the Federal Supply Service to contractors, or download files to create their own delivery orders.
- (iii) Use the Government commercial purchase card.

(2) **GSA Advantage!™** may be accessed via the GSA Home Page. The INTERNET address is: <http://www.gsa.gov>, or <http://www.fss.gsa.gov>.

552.238-74 INDUSTRIAL FUNDING FEE AND SALES REPORTING (JUL 2003)

(a) Reporting of Federal Supply Schedule Sales. The Contractor shall report all contract sales under this contract as follows:

(1) The Contractor shall accurately report the dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this contract by calendar quarter (January 1-March 31, April 1-June 30, July 1-September 30, and October 1-December 31). The dollar value of a sale is the price paid by the Schedule user for products and services on a Schedule task or delivery order. The reported contract sales value shall include the Industrial Funding Fee (IFF). The Contractor shall maintain a consistent accounting method of sales reporting, based on the Contractor's established commercial accounting practice. The acceptable points at which sales may be reported include--

- (i) Receipt of order;
- (ii) Shipment or delivery, as applicable;
- (iii) Issuance of an invoice; or
- (iv) Payment.

(2) Contract sales shall be reported to FSS within 30 calendar days following the completion of each reporting quarter. The Contractor shall continue to furnish quarterly reports, including "zero" sales, through physical completion of the last outstanding task order or delivery order of the contract.

(3) Reportable sales under the contract are those resulting from sales of contract items to authorized users unless the purchase was conducted pursuant to a separate contracting authority such as a Governmentwide Acquisition Contract (GWAC); a separately awarded FAR Part 12, FAR Part 13, FAR Part 14, or FAR Part 15 procurement; or a non-FAR contract. Sales made to state and local governments under Cooperative Purchasing authority shall be counted as reportable sales for IFF purposes.

(4) The Contractor shall electronically report the quarterly dollar value of sales, including "zero" sales, by utilizing the automated reporting system at an Internet website designated by the General Services Administration's (GSA) Federal Supply Service (FSS). Prior to using this automated system, the Contractor shall complete contract registration with the FSS Vendor Support Center (VSC). The website address, as well as registration instructions and reporting procedures, will be provided at the time of award.

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The Contractor shall report sales separately for each National Stock Number (NSN), Special Item Number (SIN), or sub-item.

- (5) The Contractor shall convert the total value of sales made in foreign currency to U.S. dollars using the "Treasury Reporting Rates of Exchange" issued by the U.S. Department of Treasury, Financial Management Service. The Contractor shall use the issue of the Treasury report in effect on the last day of the calendar quarter. The report is available from Financial Management Service, International Funds Branch, Telephone: (202) 874-7994, Internet: <http://www.fms.treas.gov/intn.html>.

(b) The Contractor shall remit the IFF at the rate set by GSA's FSS.

- (1) The Contractor shall remit the IFF to FSS in U.S. dollars within 30 calendar days after the end of the reporting quarter; final payment shall be remitted within 30 days after physical completion of the last outstanding task order or delivery order of the contract.
- (2) The IFF represents a percentage of the total quarterly sales reported. This percentage is set at the discretion of GSA's FSS. GSA's FSS has the unilateral right to change the percentage at any time, but not more than once per year. FSS will provide reasonable notice prior to the effective date of the change. The IFF reimburses FSS for the costs of operating the Federal Supply Schedules Program and recoups its operating costs from ordering activities. **Offerors must include the IFF in their prices. The fee is included in the award price(s) and reflected in the total amount charged to ordering activities. FSS will post notice of the current IFF at <http://72a.fss.gsa.gov/> or successor website as appropriate.**
- (c) Within 60 days of award an FSS representative will provide the Contractor with specific written procedural instructions on remitting the IFF. FSS reserves the unilateral right to change such instructions from time to time, following notification to the Contractor.
- (d) Failure to remit the full amount of the IFF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or setting off payments and interest on the debt (see FAR clause 52.232-17, Interest). Should the Contractor fail to submit the required sales reports, falsify them, or fail to timely pay the IFF, this is sufficient cause for the Government to terminate the contract for cause.

SPECIAL NOTE: Clause 552.238-74 above also applies to Payments and/or Charge Offsets as detailed in Environmental Solicitation Paragraph B.5 SPECIAL INSTRUCTIONS FOR PAYING IFF ON PAYMENTS/OFFSETS TO THE GOVERNMENT.

I-FSS-163 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (APR 2000)

The Government may require continued performance of this contract for an additional 5 year period when it is determined that exercising the option is advantageous to the Government considering price and other factors. The option clause may not be exercised more than three times. When the option to extend the term of this contract is exercised, the following conditions are applicable:

- (1) It is determined that exercising the option is advantageous to the Government considering price and other factors covered in (2) through (4) below.
- (2) The Contractor's electronic catalog, price list, schedule or other documents has been received, approved, posted, and kept current on GSA Advantage!™ in accordance with clause [I-FSS-600](#), Contract Price Lists.
- (3) Performance has been acceptable under the contract.

- (4) Subcontracting goals have been reviewed and approved.

The Contracting Officer may exercise the option by providing a written notice to the Contractor within 30 days, unless otherwise noted, prior to the expiration of the contract or option.

When the Government exercises its option to extend the term of this contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment, Price Reductions Clause.)

I-FSS-95 RE-REPRESENTATION OF SIZE STATUS FOR OPTION PERIODS (JUN 2003)

For certain requirements, the Government enters into contracts with multiple contractors for the same or similar services or products. Such contracts frequently contain options that allow the contract to be extended when it is determined to be in the best interest of the Government. Contract extensions may have an impact on the program established by the Government to assist small businesses when there is a change in the status of the Contractor during the contract term.

Prior to the time the Contracting Officer exercises an option, the Contractor will be required to re-represent business size status and 8(a) program eligibility to the Contracting Officer by completing the applicable portion of 52.212-3, Offeror Representations and Certification—Commercial Items, or 52.219-1, Small Business Program Representations, as applicable to this contract.

- (a) When the contract did not result from a small business set-aside:

If a previously awarded small business concern re-represents itself as other than small, an acceptable subcontracting plan must be negotiated with the Contracting Officer if the value of the remainder of the contract option periods exceeds the threshold for a subcontracting plan.

- (b) When the contract resulted from a small business set-aside:

If a previously awarded small business concern re-represents itself as other than small, the Contracting Officer shall be precluded from exercising the option.

- (c) When the contract resulted from an 8(a) set-aside:

If a previously awarded 8(a) small business concern re-represents itself as other than 8(a), the Contracting Officer shall be precluded from exercising the option.

52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES. (FEB 1993)

- (a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits)

paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional

services needed for adequate contract performance. It is therefore in the Government's best interest that professional

employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit

a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work

under the contract. The Government will evaluate the plan to assure that it reflects a sound management

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approach and

understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide

uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon

recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will

include data, such as recognized national and regional compensation surveys and studies of professional, public and

private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the

capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission

objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines,

and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor

contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-

quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered

compensation for essentially the same professional work may indicate lack of sound management judgment and lack of

understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional

compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair

the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of

failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

552.215-71 EXAMINATION OF RECORDS BY GSA (MULTIPLE AWARD SCHEDULE) (JUL 2003)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall have access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this contract for overbillings, billing errors, compliance with the Price Reduction clause and compliance with the Industrial Funding Fee and Sales Reporting clause of this contract. This authority shall expire 3 years after final payment. The basic contract and each option shall be treated as separate contracts for purposes of applying this clause.

52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME. (OCT 1997)

(a) *Definitions.* As used in this provision—

“Uncompensated overtime” means the hours worked without additional compensation in excess of an average of 40 hours

per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences

such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing

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uncompensated overtime hours.

“Uncompensated overtime rate” is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ($\20.00×40 divided by 45 = \$17.78).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror’s accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

552.216-70 ECONOMIC PRICE ADJUSTMENT FSS MULTIPLE AWARD SCHEDULE CONTRACTS (SEPT 1999)(ALTERNATE I – SEPT. 1999)

THIS CLAUSE APPLIES TO CONTRACT PRICING BASED ON COMMERCIAL CATALOG OR PRICE LIST.

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

- (a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.
- (b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:
 - (1) Increases resulting from a reissue or other modification of the Contractor's commercial catalog/pricelist that was used as the basis for the contract award.
 - (2) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b).)
 - (3) Increases are requested before the last 60 days of the contract period.
 - (4) At least 30 days elapse between requested increases.
- (c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed * 5 * percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.
- (d) The following material shall be submitted with the request for a price increase:
 - (1) A copy of the commercial catalog/pricelist showing the price increase and the effective date for commercial customers.

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- (2) Commercial Sales Practice format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/pricelist, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.
- (3) Documentation supporting the reasonableness of the price increase.
- (e) The Government reserves the right to exercise one of the following options:
 - (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;
 - (2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or,
 - (3) Remove the product(s) from contract involved pursuant to the Cancellation Clause of this contract, when the increase requested is not supported.
- (f) The contract modification reflecting the price adjustment shall be signed by the Government and made effective upon receipt of notification from the Contractor that the new catalog/pricelist has been mailed to the addressees previously furnished by the Contracting Officer, provided that in no event shall such price adjustment be effective prior to the effective date of the commercial price increases. The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

I-FSS-969 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD SCHEDULE (JAN 2002)

THIS CLAUSE APPLIES TO CONTRACT PRICING NOT BASED ON COMMERCIAL CATALOG OR PRICE LIST

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

- (a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.
- (b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:
 - (1) **Adjustments based on escalation rates negotiated prior to contract award.** Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.
 - (2) **Adjustments based on an agreed-upon market indicator prior to award.** The market indicator, as used in this clause, means the originally released public index, public survey or other public, based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the

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Contracting Officer, subject to paragraph (g), below. The adjusted prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

- (c) Notwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government's examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.
- (d) Conditions of Price change requests under paragraphs b (2) and c above.
 - (1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).
 - (2) Increases are requested before the last 60 days of the contract period, including options.
 - (3) At least 30 days elapse between requested increases.
 - (4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed five percent (5 %) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.
- (e) The following material shall be submitted with request for a price increase under paragraphs b (2) and c above:
 - (1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.
 - (2) Commercial Sales Practice format, per contract clause 52.215-21 Alternate IV, demonstrating the relationship of the Contractor's commercial pricing practice to the adjusted pricing proposed or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.
 - (3) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.
- (f) The Government reserves the right to exercise one of the following options:
 - (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;
 - (2) Negotiate more favorable prices when the total increase requested is not supported; or,
 - (3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.
- (g) Effective Date of Increases: No price increase shall be effective until the Government receives the electronic file updates pursuant to GSAR 552.243-72, Modifications (Multiple Award Schedule).
- (h) All MAS contracts remain subject to contract clauses GSAR 552.238-75, "Price Reductions"; and 552.215-72, "Price Adjustment -- Failure to Provide Accurate Information." In the event the application of an economic price adjustment results in a price less favorable to the Government than the price relationship established during

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negotiation between the MAS price and the price to the designated customer, the Government will maintain the price relationship to the designated customer.

552.238-75 PRICE REDUCTIONS (SEP 1999)

(a) Before award of a contract, the Contracting Officer and the Offeror will agree upon (1) the customer (or category of customers) which will be the basis of award, and (2) the Government's price or discount relationship to the identified customer (or category of customers). This relationship shall be maintained throughout the contract period. Any change in the Contractor's commercial pricing or discount arrangement applicable to the identified customer (or category of customers) which disturbs this relationship shall constitute a price reduction.

(b) During the contract period, the Contractor shall report to the Contracting Officer all price reductions to the customer (or category of customers) that was the basis of award. The Contractor's report shall include an explanation of the conditions under which the reductions were made.

(c)(1) A price reduction shall apply to purchases under this contract if, after the date negotiations conclude, the Contractor—

- (i) Revises the commercial catalog, pricelist, schedule or other document upon which contract award was predicated to reduce prices;
- (ii) Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which contract award was predicated; or
- (iii) Grants special discounts to the customer (or category of customers) that formed the basis of award, and the change disturbs the price/discount relationship of the Government to the customer (or category of customers) that was the basis of award.

(2) The Contractor shall offer the price reduction to the Government with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).

(d) There shall be no price reduction for sales—

- (1) To commercial customers under firm, fixed-price definite quantity contracts with specified delivery in excess of the maximum order threshold specified in this contract;
- (2) To Federal agencies;
- (3) Made to State and local government entities when the order is placed under this contract (and the State and local government entity is the agreed upon customer or category of customer that is the basis of award); or
- (4) Caused by an error in quotation or billing, provided adequate documentation is furnished by the Contractor to the Contracting Officer.

(e) The Contractor may offer the Contracting Officer a voluntary Governmentwide price reduction at any time during the contract period.

(f) The Contractor shall notify the Contracting Officer of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date.

(g) The contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.

I-FSS-639 CONTRACT SALES CRITERIA (MAR 2002)

(a) A contract will not be awarded unless anticipated sales are expected to exceed \$25,000 within the first 24 months following contract award, and are expected to exceed \$25,000 in sales each 12-month period thereafter.

(b) The Government may cancel the contract in accordance with clause 552.238-73, Cancellation, unless reported sales are

at the levels specified in paragraph (a) above.

I-FSS-50 PERFORMANCE REPORTING REQUIREMENTS (FEB 1995)

- (a) This clause applies to all contracts estimated to exceed \$100,000.
- (b) Unless notified otherwise in writing by the Contracting Officer, the Contractor may assume contract performance is satisfactory.
- (c) If negative performance information is submitted by customer agencies, the Contracting Officer will notify the Contractor in writing and provide copies of any complaints received. The Contractor will have 30 calendar days from receipt of this notification to submit a rebuttal and/or a report of corrective actions taken.

552.238-73 CANCELLATION (SEP 1999)

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. If the Contractor elects to cancel this contract, the Government will not reimburse the minimum guarantee.

552.243-72 MODIFICATIONS (MULTIPLE AWARD SCHEDULE) (JUL 2000)

- (a) General. The Contractor may request a contract modification by submitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).
- (b) Types of Modifications.
 - (1) Additional items/additional SIN's. When requesting additions, the following information must be submitted:
 - (i) Information requested in paragraphs (1) and (2) of the Commercial Sales Practice Format to add SIN's.
 - (ii) Discount information for the new items(s) or new SIN(s). Specifically, submit the information requested in paragraphs 3 through 5 of the Commercial Sales Practice Format. If this information is the same as the initial award, a statement to that effect may be submitted instead.
 - (iii) Information about the new item(s) or new SIN(s) as described in 552.212-70, Preparation of Offer (Multiple Award Schedule) is required.
 - (iv) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with [552.211-78](#), Commercial Delivery Schedule (Multiple Award Schedules).
 - (v) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by [52.215-6](#), Place of Performance.
 - (vi) Hazardous Material information (if applicable) must be submitted as required by 52.223-3 (ALT I), Hazardous Material Identification and Material Safety Data.
 - (vii) Any information requested by [52.212-3\(f\)](#), Offerors Representations and Certifications - Commercial Items, that may be necessary to assure compliance with [52.225-5](#), Trade Agreements.

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- (2) Deletions. The Contractors shall provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the contracting officer finds the higher price to be unreasonable when compared with the deleted item.
- (3) Price Reduction. The Contractor shall indicate whether the price reduction falls under the item (i), (ii), or (iii) of paragraph (c)(1) of the Price Reductions clause at [552.238-75](#). If the Price reduction falls under item (i), the Contractor shall submit a copy of the dated commercial catalog, price list, schedule or other document. If the price reduction falls under item (ii) or (iii), the Contractor shall submit a copy of the applicable catalog(s), price list(s), schedule(s) or other document(s) which outline the effective date, duration, terms and conditions of the price reduction
- (4) Effective dates. The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at [552.238-75](#).
- (5) Electronic File Updates. The Contractor shall update electronic file submissions to reflect all modifications. For additional items or SINs, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at [552.238-75](#).
 - (a) Amendments to Federal Supply Schedule Price Lists.
 - (1) The Contractor must provide supplements to its price lists, reflecting the most current changes. The Contractor may either:
 - (i) Distribute a supplemental Federal Supply Schedule Price List within 15 workdays after the effective date of each modification.
 - (ii) Distribute quarterly cumulative supplements. The period covered by a cumulative supplement is at the discretion of the Contractor, but may not exceed three calendar months from the effective date of the earliest modification. For example, if the first modification occurs in February, the quarterly supplement must cover February—April, and every 3 month period after. The Contractor must distribute each quarterly cumulative supplement within 15 workdays from the last day of the calendar quarter.
 - (2) At a minimum, the Contractor shall distribute each supplement to those ordering activities that previously received the basic document. In addition, the Contractor shall submit two copies of each supplement to the Contracting Officer and one copy to the FSS Schedule Information Center.

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

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PLACE OF PERFORMANCE (Street
Address, City, State, County,
Zip Code)

NAME AND ADDRESS OF OWNER AND
OPERATOR OF THE PLANT OR
FACILITY IF OTHER THAN
OFFEROR OR RESPONDENT

_____	—	_____
_____		_____
_____		_____

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

I-FSS-680 DISSEMINATION OF INFORMATION BY CONTRACTOR (APR 1984)

The Government will provide the Contractor with a single copy of the resulting Federal Supply Schedule. However, it is the responsibility of the Contractor to furnish all sales outlets authorized to participate in the performance of the contract with the terms, conditions, pricing schedule, and other appropriate information.

I-FSS-108 CLAUSES FOR OVERSEAS COVERAGE (MAY 2000)

The following clauses apply to overseas coverage.

52.214-34	Submission of Offers in the English Language (APR 1991)
52.214-35	Submission of Offers in U.S. Currency (APR 1991)
52.247-34	FOB Destination (NOV 1991)
52.247-38	FOB Inland Carrier, Country of Exportation (APR 1984)
52.247-39	FOB Inland Point, Country of Importation (APR 1984)
C-FSS-412	Characteristics of Electric Current (MAY 2000)
D-FSS-471	Marking and Documentation Requirements Per Shipment (APR 1984)
D-FSS-477	Transshipments (APR 1984)
I-FSS-314	Foreign Taxes and Duties (DEC 1990)
I-FSS-594	Parts and Service (OCT 1988)

F-FSS-202-F DELIVERY PRICES (APR 1984)(APPLICABLE TO OVERSEAS COVERAGE ONLY)

Prices offered must cover delivery to destinations as provided below:

- (a) Direct delivery to consignee. F.o.b. inland point, country of importation (FAR [52.247-39](#)). (Offeror to indicate countries where direct delivery will be provided.)
- (b) Delivery to overseas assembly point for transshipment when specified by the ordering office, if delivery is not covered under paragraph (a), above.

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- (c) Delivery to the overseas port of entry when delivery is not covered under paragraphs (a) or (b), above.

Offerors are requested to furnish below the geographic area(s)/countries/zones which are intended to be covered.

C-10FT-500 DELIVERY SCHEDULE (COMMERCIAL PROFESSIONAL SERVICES)

The contractor shall deliver in accordance with the terms of delivery and performance negotiated in individual task order with agencies. The contractor shall not propose in excess of his standard commercial delivery time to agencies without giving notice to the Ordering Officer of his intent to do so. Agencies are permitted to consider proposed delivery time as an evaluation factor in selecting the offer representing the “best value”.

F-FSS-230 DELIVERIES TO THE U.S. POSTAL SERVICE (JAN 1994)

- (a) Applicability. This clause applies to orders placed for the U.S. Postal Service (USPS) and accepted by the Contractor for the delivery of supplies to a USPS facility (consignee).
- (b) Mode/Method of Transportation. Unless the Contracting Officer grants a waiver of this requirement, any shipment that meets the USPS requirements for mailability (i.e., 70 pounds or less, combined length and girth not more than 108 inches, etc.) delivery shall be accomplished via the use of the USPS. Other commercial services shall not be used, but this does not preclude the Contractor from making delivery by the use of the Contractor's own vehicles.
- (c) Time of Delivery. Notwithstanding the required time for delivery to destination as may be specified elsewhere in this contract, if shipments under this clause are mailed not later than five (5) calendar days before the required delivery date, delivery shall be deemed to have been made timely.

I-FSS-109 ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAR 1998)

- (a) All documents produced by the Contractor to fulfill requirements of this contract including, but not limited to, Federal Supply Schedule catalogs and pricelists, must reflect all terms and conditions in the English language.
- (b) U.S. dollar equivalency, if applicable, will be based on the rates published in the “Treasury Reporting Rates of Exchange” in effect as of the date of the agency’s order or in effect during the time period specified elsewhere in this contract.

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) (ALTERNATE IV—OCT 1997) (VARIATION I—SEP 1999)

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below:
- (1) An offer prepared and submitted in accordance with the clause at [552.212-70](#), Preparation of Offer (Multiple Award Schedule);

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- (2) Commercial sales practices. The Offeror shall submit information in the format provided in this solicitation in accordance with the instructions at Figure 515.4-2 of the GSA Acquisition Regulation (48 CFR 515.4-2); or submit information in the Offeror's own format.
- (3) Any additional supporting information requested by the Contracting Officer. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether the price(s) offered is fair and reasonable.
- (4) By submission of an offer in response to this solicitation, the Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before initial award, books, records, documents, papers, and other directly pertinent records to verify the pricing, sales and other data related to the supplies or services proposed in order to determine the reasonableness of price(s). Access does not extend to offeror's cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA—MODIFICATIONS (OCT 1997) (ALTERNATE IV—OCT 1997) (VARIATION I—AUG 1997)

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below.
 - (1) Information required by the clause at [552.243-72](#), Modifications (Multiple Award Schedule);
 - (2) Any additional supporting information requested by the Contracting Officer. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether the price(s) offered is fair and reasonable.
 - (3) By submitting a request for modification, the Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before agreeing to a modification, books, records, documents, papers, and other directly pertinent records to verify the pricing, sales and other data related to the supplies or services proposed in order to determine the reasonableness of price(s). Access does not extend to Contractor's cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

52.216-22 INDEFINITE QUANTITY (OCT 1995) (VARIATION—OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated. The quantities of supplies and services specified in the contract are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the contract. The Government shall order at least the quantity of supplies or services designated in the contract as the "minimum."
- (a) Except for any limitations on quantities in the Guaranteed Minimum clause or Order Limitations clause, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) **Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the**

Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

I-FSS-60 PERFORMANCE INCENTIVES (APR 2000)

(a) Performance incentives may be agreed upon between the contractor and the ordering office on individual orders or Blanket Purchase

Agreements under this contract in accordance with this clause.

(b) The ordering office must establish a maximum performance incentive price for these services and/or total solutions, on individual orders or Blanket Purchase Agreements

(c) Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable,

ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely

to motivate the contractor. Incentives shall be based on objectively measurable tasks.

I-FSS-249-B DEFAULT (MAY 2000)

In addition to any other clause contained herein related to termination, the following is applicable to orders placed under Federal Supply Schedule contracts.

Any ordering office may, with respect to any one or more orders placed by it under the contract, exercise the same right of termination, acceptance of inferior articles or services, and assessment of excess costs as might the Contracting Officer, except that when failure to deliver articles or services is alleged by the Contractor to be excusable, the determination of whether the failure is excusable shall be made only by the Contracting Officer of the General Services Administration, to whom such allegation shall be referred by the ordering office and from whose determination appeal may be taken as provided in the clause of this contract entitled "Disputes."

I-FSS-965 INTERPRETATION OF CONTRACT REQUIREMENTS (APR 1984)

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his designated representative.

I-FSS-597 GSA *ADVANTAGE!*TM (SEP 2000)

(a) The Contractor must participate in the GSA *Advantage!*TM online shopping service. Information and instructions regarding contractor participation are contained in clause [I-FSS-599](#), Electronic Commerce.

(b) The Contractor also should refer to contract clauses [552.238-71](#), Submission and Distribution of Authorized GSA Schedule Pricelists (which provides for submission of pricelists on a common-use electronic medium), I-FSS-600, Contract Pricelists (which provides information on electronic contract data), and [552.243-72](#), Modifications (which addresses electronic file updates).

I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (JUL 2003)

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with contract clause 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

552.211-15 DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM REQUIREMENTS (SEP 2004)

(a) Definitions.

Approved program means a program determined to be necessary or appropriate for priorities and allocation support to promote the national defense by the Secretary of Defense, the Secretary of Energy, or the Department of Homeland Security Under Secretary for Emergency Preparedness and Response under the authority of the Defense Production Act, the Stafford Act, and Executive Order 12919, or the Selective Service Act and related statutes, and Executive Order 12742. See Schedule 1 of 15 CFR part 700 for a list of Delegate Agencies, approved programs, and program identification symbols at <http://www.bis.doc.gov/DefenseIndustrialBasePrograms/OSIES/DPAS/Default.htm>.

Defense Priorities and Allocations System (DPAS) means the regulation published at 15 CFR part 700 that requires preferential treatment for certain contracts and orders placed by a Delegate Agency in support of an approved program.

Delegate Agency means an agency of the U.S. Government authorized by delegation from the Department of Commerce (DOC) to place priority ratings on contracts or orders needed to support approved programs.

Rated order means, for the purpose of this contract, a delivery or task order issued in accordance with the provisions of the DPAS regulation (15 CFR part 700).

(b) Rated Order Requirement.

From time to time, the Contractor may receive a rated order under this contract from a Delegate Agency. The Contractor must give preferential treatment to rated orders as required by the Defense Priorities and Allocations System (DPAS) regulation (15 CFR part 700). The existence of previously accepted unrated or lower rated orders is not sufficient reason to reject a rated order. Rated orders take preference over all unrated orders as necessary to meet required delivery dates. There are two levels of ratings designated by the symbol of either "DO" or "DX." All "DO" rated orders have equal priority with each other and take preference over unrated orders. All "DX" rated orders have equal priority with each other and take preference over "DO" rated orders and unrated orders. The rating designation is followed by a program identification symbol. Program identification symbols indicate which approved program is supported by the rated order (see Schedule 1 of 15 CFR part 700 for a list of Delegate Agencies, approved programs, and program identification symbols).

(c) Additional information.

Additional information may be obtained at the DOC DPAS website <http://www.bis.doc.gov/DefenseIndustrialBasePrograms/OSIES/DPAS/Default.htm> or by contacting the designated Administrative Contracting Officer.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (APR 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

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(b) _____ The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: *[Contracting Officer check as appropriate.]*

- * X * (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995)
(41 U.S.C. 253g and 10 U.S.C. 2402).
- * _____ * (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a)
- * _____ * (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- * _____ * (4) (i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- * _____ * (ii) Alternate I (Mar 1999) of 52.219-5.
- * _____ * (iii) Alternate II (June 2003) of 52.219-5.
- * _____ * (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- * _____ * (ii) Alternate II (Mar 2004) of 52.219-6.
- * _____ * (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- * _____ * (ii) Alternate I (Oct 1995) of 52.219-7.
- * _____ * (iii) Alternate II (Mar 2004) of 52.219-7.
- * X * (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- * X * (8) (i) 52.219-9, Small Business Subcontracting Plan (July 2005) (15 U.S.C. 637(d)(4).
- * _____ * (ii) Alternate I (Oct 2001) of 52.219-9.
- * X * (iii) Alternate II (Oct 2001) of 52.219-9.
- * X * (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- * _____ * (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- * _____ * (ii) Alternate I (June 2003) of 52.219-23.
- * _____ * (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- * _____ * (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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- * ____* (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- *_X____* (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- *_X____* (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- *_X____* (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- *_X____* (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- *_X____* (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- *_X____* (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- *_X____* (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- *_X____* (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- * ____* (22) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- * ____* (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- * ____* (23) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).
- * ____* (24) (i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- * ____* (ii) Alternate I (Jan 2004) of 52.225-3.
- * ____* (iii) Alternate II (Jan 2004) of 52.225-3.
- *_X____* (25) 52.225-5, Trade Agreements (April 2006) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- *_X____* (26) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- * ____* (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).
- *_X____* (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).
- * ____* (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- * ____* (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

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- * X * (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- * X * (32) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- * X * (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- * X * (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- * X * (35) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. App. 1241 and 10 U.S.C. 2631).
- * * (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]
- * X * (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, *et seq.*).
- * X * (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- * X * (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- * X * (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- * X * (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, *et seq.*).
- (d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain

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any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

- (a) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
 - (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793)
 - (v) .222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
 - (vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).
 - (vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. App. 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (3) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

ADDENDUM TO 52.212-5

NOTE: THE SERVICE CONTRACT ACT (SCA) APPLIES TO ALL “LOGISTICS WORLDWIDE” SERVICES TO BE PROVIDED UNDER THIS SCHEDULE EXCEPT FOR ANY PRICING OFFERED FOR SERVICE OUTSIDE OF THE UNITED STATES. THE SCA INDEX OF APPLICABLE WAGE DETERMINATIONS FOR THIS SOLICITATION AND RESULTANT CONTRACT, ARE SHOWN AT ATTACHMENT II – THE FULL TEXT VERSION OF EACH WAGE DETERMINATION CAN BE VIEWED AT WWW.WDOL.GOV.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THE FOLLOWING IS FOR INFORMATION ONLY. IT IS NOT A WAGE DETERMINATION.

To find the General Services (GS) Locality Pay Tables, access on-line for your business locale at <http://www.opm.gov/oca/99tables/GSannual/INDEX.HTM>

To find Wage Grade (WG) Pay Tables, access on-line at <http://www.cpms.osd.mil/wage/wage.html>

To find the Service Contract Act Directory of Occupations, access online at <http://www.dol.gov/esa/whd> and click on “Dir of Occupations (SCA)” under “Government contracts” in the left hand column.

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C 5341 or 5332.

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This Statement is for Information Only: It Is Not a Wage Determination. Index to the Department of Labor Wage Determinations is appended herein as Attachment II.

EMPLOYEE CLASS	MONETARY WAGE-FRINGE BENEFITS
01050 Dispatcher, Motor Vehicle	GS-5
01060 Document Preparation Clerk	GS-3
01070 Messenger (Courier)	GS-5
01191 Order Clerk I	GS-2
01192 Order Clerk II	GS-3
01300 Scheduler, Maintenance	GS-4
01313 Secretary III	GS-6
01312 Secretary II	GS-5
01311 Secretary I	GS-4
01400 Supply Technician	GS-7
03101 Computer Systems Analyst I	GS-9
03102 Computer Systems Analyst II	GS-11
03103 Computer Systems Analyst III	GS-12
05190 Motor Vehicle Mechanic	WG-10
21010 Fuel Distribution Operator	WG-6
21030 Material Expediter	WG-7
21040 Material Handling Laborer	WG-2
21050 Order Filler	WG-4
21071 Forklift Operator	WG-5
21100 Shipping/Receiving Clerk	WG-4
21130 Shipping Packer	WG-4
21140 Store Worker I	WG-3
21150 Stock Clerk (Shelf Stocker, Store Worker II)	WG-4
21210 Tools and Parts Attendant	WG-5
21400 Warehouse Specialist	WG-5
23430 Heavy Equipment Mechanic	WG-10
23440 Heavy Equipment Operators	WG-10
23530 Machinery Maintenance Mechanics	WG-10
23850 Rigger	WG-10
23980 Woodworkers	WG-6
28010 Blocker and Bracer	WG-8
28020 Hatch Tender	WG-8
28030 Line Handler	WG-8
28040 Stevedore I	WG-7
28050 Stevedore II	WG-9
29061 Drafter I	GS-3
29062 Drafter II	GS-4
29063 Drafter III	GS-5
29064 Drafter IV	GS-7
21150 Graphic Artist	GS-9
29160 Instructor	GS-9
29480 Technical Writer	GS-11
31030 Bus Driver	WG-7
31290 Shuttle Bus Driver	WG-6
31361 Truckdriver, Light Truck	WG-6
31362 Truckdriver, Medium Truck	WG-7
31363 Truckdriver, Heavy Truck	WG-8
31364 Truckdriver, Tractor-Trailer	WG-8
47010 Boatswain	None
47040 Seaman	None
47041 Able Seaman, Watch	None
47042 Able Seaman, Maintenance	None
47043 Able Seaman, Day/Deck Utility	None
47044 Ordinary Seaman	None
47250 Refrigeration Engineer	None

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99240 Inspector	None
99030 Cashier	GS-2
99510 Recycling Worker	WG-5

52.212-72 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (SEP 2003)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions_

* X * 552.223-72 Hazardous Material Information (SEP 1999)

(b) Clauses_

* X * 552.223-70 Hazardous Substances (MAY 1989)

* X * 552.223-71 Nonconforming Hazardous Material (SEP 1991)

* X * 552.238-70 Identification of Electronic Office Equipment Providing Accessibility for the Handicapped (SEP 1991)

* X * 552.238-72 Identification of Energy-Efficient Office Equipment and Supplies Containing Recovered Materials or Other Environmental Attributes (SEP 1999)

E. DOCUMENTS, EXHIBITS, OR ATTACHMENTS

- | | |
|-------------------------|--|
| E.1 Attachment 1 | Offeror Checksheet (Submit with Offer, Section I, Administrative) |
| E2. Attachment 2 | Index of Register of Wage Determinations under the Service Contract Act, (43 pages) – Submit with Offer, Section I, Administrative |
| E.3 Attachment 3 | Open Rating Past Performance Evaluation Report Form, –Submit with offer, Section II Experience |
| E.4 Attachment 4 | Past Performance Questionnaire |
| E.5 Attachment 5 | Performance Evaluation Report - Submit with offer, Section II Experience |
| E.5 Attachment 6 | Commercial Sales Practices Format and Instructions, – Submit with Offer, Section III, Pricing. |
| E.6 Attachment 7 | Full text version of FAR 52.219-9, Small Business Subcontracting Plan (Oct 2000)(Alt. II – Oct 2000), 552.219-72, Preparation, Submission and Negotiation of Subcontracting Plans; and Subcontracting Plan Sample Outline |

L-FSS-400 INTRODUCTION OF NEW SERVICES/PRODUCTS (INSP) (NOV 2000)

(a) Definition.

Introduction of New Services/Products Special Item Number (INSP/SIN) means a new or improved service or product within the scope of the Federal Supply Schedule, but not currently available under any Federal Supply Service contract that provides a new service, function, task, or attribute that may provide a more economical or efficient means for Federal agencies to accomplish their mission. It may significantly improve an existing service or product. It may be a service or product existing in the commercial market, but not yet introduced to the Federal Government.

(b) Offerors are encouraged to introduce new services or products via the Introduction of New Services/Products Special Item Number (INSP/SIN). A new or improved service or product can be offered at anytime. Offerors are requested to clearly identify the INSP/SIN item in the offer.

(c) The Contracting Officer will evaluate and process the INSP/SIN offer. A technical review may be performed. Offerors may be required to demonstrate that the service or product can provide a more economical or efficient means for Federal agencies to accomplish their mission. The Contracting Officer has the sole discretion to determine whether a product or service will be accepted as an INSP/SIN item. The INSP/SIN provides temporary placement until the new service or product can be formally categorized.

(d) *Introduction of New Services/Products Special Item Number (INSP/SIN)* means a new or improved service or product— within the scope of the Federal Supply Schedule, but not currently available under any Federal Supply Service contract— that provides a new service, function, task, or attribute that may provide a more economical or efficient means for Federal If the Contractor has an existing Multiple Award Schedule contract, the Government may, at the sole discretion of the Contracting Officer, modify the existing contract to include the INSP/SIN item in accordance with [552.243-72](#), Modifications (Multiple Award Schedule).

C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (NOV 2003)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule.
Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

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- (f) **Organizational Conflicts of Interest:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) **Documentation/Standards:** The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) **Data/Deliverable Requirements:** Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) **Government-Furnished Property:** As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) **Availability of Funds:** Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) **Overtime:** For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JAN 2006)

- (a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—
 - (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation.Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation

after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices

offered, unless the offeror specifies otherwise in the offer.

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(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (i) ASSIST (<http://assist.daps.dla.mil>).
- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds

Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

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- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

ADDENDUM TO 52.212-1 – INSTRUCTIONS TO THE OFFEROR

552.212-70 PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG 1997)

- (a) Definitions. *Concession*, as used in this solicitation, means a benefit, enhancement or privilege (other than a discount), which either reduces the overall cost of a customer's acquisition or encourages a customer to consummate a purchase. Concessions include, but are not limited to freight allowance, extended warranty, extended price guarantees, free installation and bonus goods.

Discount, as used in this solicitation, means a reduction to catalog prices (published or unpublished), price lists, schedules or other documents. Discounts include, but are not limited to, rebates, quantity discounts, purchase option credits, and any other terms or conditions other than concessions) which reduce the amount of money a customer ultimately pays for goods or services ordered or received. Any net price lower than the list price is considered a "discount" by the percentage difference from the list price to the net price.
- (b) For each Special Item Number (SIN) included in an offer, the Offeror shall provide the information outlined in paragraph (c) and in any [ADDENDUM TO 52.212-1](#). Offerors may provide a single response covering more than one SIN, if the information disclosed is the same for all products under each SIN. If discounts and concessions vary by model or product line or item, offerors shall ensure that information is clearly annotated as to item or items referenced.
- (c) Provide information described below for each SIN:
 - (1) Copies of the offeror's current published (dated or otherwise identified) commercial descriptive catalogs, price lists, schedules or other documents from which discounts are offered. If special catalogs, price lists, schedules or other documents are printed for the purpose of this offer, they shall include a statement indicating they represent a verbatim extract from the Offeror's commercial catalog, price list, schedule or other document. It must also identify the descriptive catalog, price list, schedule or other document from which the information has been extracted. See Paragraph [F.11](#), Proposal Instructions, for number of copies required.
 - (2) Next to each offered item in the commercial catalog, price list, schedule or other document, the Offeror shall write the special item number (SIN) under which the item is being offered. Unless a special catalog, price list, schedule or other document is submitted, all other items shall be marked "excluded," lined out, and initialed by the offeror.
 - (3) If pricing is based on skill categories and hourly rates, provide a definition of labor categories proposed, to include minimum training, experience, certifications, degrees, etc.
 - (4) The discount(s) offered under this solicitation. The description of discounts offered shall include all discounts, such as prompt payment discounts, quantity/dollar volume discounts (indicate whether items can be combined within the SIN or whether SINs can be combined to earn discounts), blanket purchase agreement discounts, or purchase option credits. If the terms of sale appearing in the commercial catalog,

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price list, schedule or other document on which an offer is based are in conflict with the terms of this solicitation, the latter shall govern.

- (5) A description of concessions offered under this solicitation which are not granted to other customers. Such concessions may include, but are not limited to, an extended warranty, a return/exchange goods policy, or enhanced or additional services.
- (6) If the Offeror is a dealer/reseller or the Offeror will use dealers to perform any aspect of contract awarded under this solicitation, describe the functions, if any, that the dealer/reseller will perform.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of Firm-Fixed-Price, Indefinite Delivery, Indefinite Quantity (IDIQ), Multiple Award Schedule contracts resulting from this solicitation. At the ordering Agency's determination, task orders issued against any resulting contracts will provide for either: (1) firm-fixed-price, with or without performance incentives, in accordance with Clause I-FSS-60, Performance Incentives; (2) labor-hour; or (3) time-and-materials as defined in provision B.3, Definitions, of this solicitation.

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

General Services Administration
Management Services Center
Attn: Katherine Jocoy
400 15th Street S.W.
Auburn, WA 98001-6599

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

552.233-70 PROTESTS FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION (MAR 2000)

- (a) The following definitions apply in this provision:

"Agency Protest Official for GSA" means the official in the Office of Acquisition Policy designated to review and decide procurement protests filed with GSA.

"Deciding official" means the person chosen by the protester to decide the agency protest. The deciding official may be either the Contracting Officer or the Agency Protest Official.

- (b) The filing time frames in FAR 33.103(e) apply. An agency protest is filed when the protest complaint is received at the location the solicitation designates for serving protests. GSA's hours of operation are 8:00 a.m. to 4:30 p.m. Protests delivered after 4:30 p.m. will be considered received and filed the following business day.
- (c) A protest filed directly with the General Services Administration (GSA) must:
 - (1) Indicate that it is a protest to the agency.
 - (2) Be filed with the Contracting Officer.

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- (3) State whether the protester chooses to have the Contracting Officer or the Agency Protest Official for GSA decide the protest. If the protest is silent on this matter, the Contracting Officer will decide the protest.
- (4) Indicate whether the protester prefers to make an oral presentation, a written presentation, or an oral presentation confirmed in writing, of arguments in support of the protest to the deciding official.
- (5) Include the information required by FAR 33.103(d)(2):
 - (i) Name, address, fax number, and telephone number of the protester.
 - (ii) Solicitation or contract number.
 - (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.
 - (iv) Copies of relevant documents.
 - (v) Request for a ruling by the agency.
 - (vi) Statement as to the form of relief requested.
 - (vii) All information establishing that the protester is an interested party for the purpose of filing a protest.
 - (viii) All information establishing the timeliness of the protest (see paragraph (b) of this provision).
- (d) An interested party filing a protest with GSA has the choice of requesting either that the Contracting Officer or the Agency Protest Official for GSA decide the protest.
- (e) The decision by the Agency Protest Official for GSA is an alternative to a decision by the Contracting Officer.
- (f) The deciding official must conduct a scheduling conference with the protester within three (3) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.
- (g) Oral conferences may take place either by telephone or in person. Other parties (e.g., representatives of the program office) may attend at the discretion of the deciding official.
- (h) The following procedures apply to information submitted in support of or in response to an agency protest:
 - (1) The protester and the agency have only one opportunity to support or explain the substance of the protest (either orally, in writing, or orally confirmed in writing).
 - (2) GSA procedures do not provide for any discovery.
 - (3) The deciding official has discretion to request additional information from either the agency or the protester. However, the deciding official will normally decide protests on the basis of information provided by the protester and the agency.
 - (4) Except as provided in paragraph (5)(ii) below, the parties are encouraged, but not required, to exchange information submitted to the Agency Protest Official for GSA.
 - (5) If the agency makes a written response to the protest, the following filing requirements apply unless the deciding official approves other arrangements:

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- (i) The agency must file its response to the protest with the deciding official within five (5) days after the filing of the protest.
 - (ii) The agency must also provide the protester with a copy of the response on the same day it files the response with the deciding official. If the agency believes it needs to redact or withhold any information in the response from the protester, it must obtain the approval of the deciding official.
- (6) Any additional information that either party wants to submit in writing after one-time oral arguments in support of the agency protest, must be received by the deciding official within two (2) days after the date of the oral arguments.
- (i) The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.
- (j) An interested party may represent itself or be represented by legal counsel. GSA will not reimburse the party for any legal fees related to the agency protest.
- (k) GSA will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.
- (l) The deciding official will make a best effort to issue a decision on the protest within twenty-eight (28) days after the filing date. The decision may be oral or written. If the decision is communicated orally to the protester, the deciding official will confirm in writing within three (3) days after the decision.
- (m) GSA may dismiss or stay proceedings on an agency protest if a protest on the same or similar basis is filed with a protest forum outside of GSA.

552.217-71 NOTICE REGARDING OPTION(S) (NOV 1992)

The General Services Administration (GSA) has included an option(s) to extend the term of the contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful Offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

INSTRUCTIONS FOR OFFERS BASED ON A "COMMERCIAL PRICE LIST". (Offerors who typically bill customers based on a standard dated commercial price list/standard rate sheet showing loaded prices/rates).

1. Submit two copies of the current dated Commercial Price List (CPL)/Standard Rates Sheet as indicated under clause 552.212-70 PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE). (NOTE: This is a stand-alone document that does not have "GSA" on it. This is the company's current dated Commercial Price List/Standard Rate Sheet).
2. Submit the rates/prices proposed to GSA for the base period year one only. Hourly rates based on a commercial price list are subject to the Economic Price Adjustment Clause at 552.216-70.
3. Complete and submit the Commercial Sales Practices Format (CSP) (Solicitation Attachment VI) with your offer Section III. Ensure that the Most Favored Customer(s) is/are identified and the prices given to the MFC(s) are compared to prices offered to GSA. See example spreadsheets shown in solicitation attachment IV-I.
4. Submit invoices backing up the validity of the Commercial Price List (CPL). The invoices are needed to show that the CPL categories/items have been sold at the CPL prices. Also, submit invoices showing categories/items and rates/prices charged to MFC(s).

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5. Submit a discussion of why you believe your proposed pricing is fair and reasonable and how it relates to most favored customer(s) (MFC) pricing. Include in the discussion the typical/average annual dollar volume of sales to your MFC(s). If GSA is not offered discounts, terms and conditions equal to or better than your MFC(s) (the lowest price), provide an explanation why.
6. Submit a discussion of the rationale for your proposed estimated annual sales through the Logistics Worldwide Services Schedule .

INSTRUCTIONS FOR OFFERS BASED ON MARKET PRICE (Offers who do not use a loaded rate/price sheet as a basis for prices)

1. Submit the rates/prices proposed to GSA showing the loaded fully burdened rates. NOTE: Hourly rates not based on a commercial price list are subject to the Economic Price Adjustment Clause I-FSS-969. This clause allows for two types economic price adjustments. Offeror must provide the information from either (a), (b)(1) or (b)(2) below.

(a) For years 2-5 of the base period and the three 5-year option periods, escalation rate is governed by EPA Clause I-FSS-969, paragraph (b)(1), i.e. adjustments based on escalation rates negotiated prior to contract award. Proposed Annual Rate of Escalation _____% . (Provide 20 years of pricing if using this option and provide an explanation as to how the escalation rate was developed).

(b) For years 2-5 of the base period and the three 5-year option periods escalation is governed by the Economic Price Adjustment clause I-FSS-969, paragraph (b)(2), i.e., adjustments based on an agreed upon market indicator. The two methods for market indicator adjustments are:

(1) Adjustments requested on or after the first 12 months of the contract period as needed. Pricing for the first year of the base period will be established prior to award, and a market indicator will be used to establish price adjustments for subsequent contract years including option periods. Price adjustments are requested and accomplished by contract modification. (If using this method, provide one year of pricing and provide information on the proposed market indicator as discussed below.)

(2) Adjustments established for base period and each option period. Under this method, pricing for the base period will be established prior to award, and a market indicator will be used to establish the pricing for each five-year option period. If this method is selected, paragraph d(1) of I-FSS-969 will not apply and the Offeror must provide the following:

(3) Base contract period. Submit proposed pricing for years 1-5. This pricing may be based upon the Offeror's historic escalation or a market indicator. Provide the rationale for the proposed escalation rate for the base contract period.

(4) Option periods. With this method, prior to exercise of each option, the contractor will submit a printout of the index and the proposed prices for the five-year option period. If accepted by the Contracting Officer, the contract will be modified to add the escalated prices prior to exercise of the option.

. In your offer, identify a market indicator that will be used to establish five years of pricing for each option period. Provide a copy of the market indicator. In your offer, indicate your proposed method for establishing the escalation percentage using the market indicator. The method will be dependent upon the way the market indicator is published. * For example, using: CIU2015400000000A, you may calculate the percentage of annual escalation for each of the previous five years and base your proposed escalation on the average of these percentages.

. If the escalation rate for the option period is based upon a different escalation rate than used in the base period (i.e. the base period escalation was based upon historic escalation), provide the rationale for why this market indicator was chosen.

Market Indicator Published by: _____
(e.g. Bureau of Labor Statistics)

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INSTRUCTIONS FOR OFFERS BASED ON MARKET PRICE (Offers who do not use a loaded rate/price sheet as a basis for prices) (continued)

Available at

(e.g. www.bls.gov/news.release/eci.t05.htm)

Designated Market Indicator:

(e.g. White Collar, Professional, Specialty and Technical)

2. Complete and submit the Commercial Sales Practices Format (CSP) (solicitation attachment IV). Ensure that the Most Favored Customer(s) is/are identified and the loaded prices given to the MFC(s) are compared to loaded prices offered to GSA. See example spreadsheets shown in solicitation attachment IV-1.
3. Submit invoices/contracts/vouchers charged to your MFC(s) mapping the labor categories to the labor categories offered to GSA if they do not match. If the invoices/contracts/vouchers do not show the resulting loaded rate charged to the MFC, an explanation shall be provided showing, which figures from the contract/invoice/voucher equate to the loaded rate charged to the MFC for each labor category.
4. Submit a discussion as to why you believe your pricing proposed is fair and reasonable and how it relates to most favored customer(s) (MFC) pricing. Include in the discussion the typical/average annual dollar volume of sales to your MFC(s). If GSA is not offered discounts, terms and conditions equal to or better than your MFC(s) (the lowest price), provide an explanation why.
5. Submit a discussion of the rationale for your proposed estimated annual sales through the Logistics Worldwide Services Schedule..

NOTE: A determination that the submission is unacceptable or that an offeror's price is not fair and reasonable will result in that offeror not receiving a contract award.

552.212-73 EVALUATION—COMMERCIAL ITEMS (MULTIPLE AWARD SCHEDULE) (AUG 1997)

- (a) The Government may make multiple awards for the supplies or services offered in response to this solicitation that meet the definition of a "commercial item" in FAR 52.202-1. Awards may be made to those responsible offerors that offer reasonable pricing, conforming to the solicitation, and will be most advantageous to the Government, taking into consideration the multiplicity and complexity of items of various manufacturers and the differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, and other pertinent factors. By providing a selection of comparable supplies or services, ordering activities are afforded the opportunity to fulfill their requirements with the item(s) that constitute the best value and that meet their needs at the lowest overall cost.
- (b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

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M-FSS-10FT-500 EVALUATION FACTORS FOR AWARD

The Government will make an award to the responsible offeror(s) whose offer conforms to the solicitation, is determined to be technically acceptable, and whose prices are determined to be fair and reasonable.

The Government will evaluate Technical Proposal, as stated below, for technical acceptability on each Special Item Number (SIN) offered. If any one Factor is determined to be “technically unacceptable”, then the evaluation of that SIN will conclude and the offer will not be further evaluated for that SIN.

Offerors who have submitted technically acceptable proposals will then be evaluated for price reasonableness.

M-FSS-10FT-501 TECHNICAL EVALUATION

Technical Proposals will be evaluated in terms of quality, depth, and relevance of information presented in response to this solicitation in accordance with the Statement of Work. The categories related to each are listed below.

Technical Proposals will be scored on a two level scoring scale: (1) Technically Acceptable, and (2) Technically Unacceptable. An offer that satisfies the requirement completely will be rated technically acceptable.

Offers containing minor deficiencies will be allowed to correct the deficiencies. The following offers will be rated as technically unacceptable and will be rejected:

- Offers clearly not meeting the standards required by the solicitation
- Offers with flaws so severe that correction is considered unlikely without what would amount to a complete rewrite of the technical submission
- Offerors who fail to follow explicit solicitation instructions

As this is negotiated procurement, the Government will weigh the “Correction” potential when determining whether to reject, or enter into discussions.

TECHNICAL PROPOSAL

FACTOR ONE: EXECUTIVE SUMMARY

Basis of Evaluation: An offeror’s proposal demonstrates how the firm intends to accomplish agency tasks presented under the Logworld contract to include a plan of accomplishment that demonstrates the offeror’s organizational and accounting controls and quality measures proposed.

FACTOR TWO: UNDERSTANDING OF THE CONTRACT REQUIREMENTS AND EXPERIENCE PROVIDING RELEVANT SERVICES

Basis of Evaluation: An offeror’s proposal demonstrates experience providing relevant services by describing the tasks or projects undertaken over the past five years that are within scope of the offered Special Item Number and of the size and complexity of a task that might be ordered by a Federal agency. Demonstrates the methodology and technology to be used in providing logistically services under this schedule. Demonstrates what logistic services the offeror is proposing to provide the government under this schedule.

FACTOR THREE: PAST PERFORMANCE

Basis of Evaluation: An offeror’s proposal demonstrates that the offeror possesses the capability to perform by employing a qualified staff, or has access to a qualified staff, with relevant experience, training and technical expertise to perform the scope of the offered Special Item Number

M-FSS-10FT-503 EVALUATIONS BY ORDERING AGENCIES AFTER AWARD

Ordering agencies are encouraged by GSA, prior to placing an order with a contractor, to conduct an evaluation to determine that a best value purchase is made specific to the task. This could entail the ordering agency:

- (1) requiring resumes of personnel proposed to do work under the task

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- (2) requiring technical proposals to determine each offeror's understanding of the requirements
- (3) requiring information relevant to gauge experience of the firm in providing the service
- (4) requiring price and/or technical proposals from teams/partners in order to determine overall best value for the entire scope of work projected

INDEX OF REGISTER OF WAGE DETERMINATIONS
UNDER THE SERVICE CONTRACT ACT

Wage Determination No.: 94-2001

Revision No.: 27

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State: Alabama

Area: Alabama Counties of Calhoun, Cherokee, Clay, Cleburne, De Kalb,
Etowah,
Talladega

Wage Determination No.: 94-2003

Revision No.: 27

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State: Alabama

Area: Alabama Counties of Bibb, Blount, Cullman, Fayette, Greene, Hale,
Jefferson, Lamar, Marengo, Perry, Pickens, Shelby, St Clair, Tuscaloosa,
Walker

Wage Determination No.: 94-2005

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Alabama, Georgia

Areas: Alabama COUNTIES OF Barbour, Coffee, Dale, Geneva, Henry,
Houston Georgia COUNTIES OF Clay, Early, Miller, Seminole

Wage Determination No.: 94-2007

Revision No.: 30

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Alabama, Tennessee

Areas: Alabama COUNTIES OF Colbert, Franklin, Jackson, Lauderdale,
Lawrence, Limestone, Madison, Marion, Marshall, Morgan, Winston
Tennessee COUNTIES OF Giles, Lawrence, Lincoln, Moore, Wayne

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Wage Determination No.: 94-2009

Revision No.: 26

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Alabama

Areas: Alabama COUNTIES OF Baldwin, Choctaw, Clarke, Conecuh,
Covington, Escambia, Mobile, Monroe, Washington

Wage Determination No.: 94-2011

Revision No.: 30

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Alabama

Areas: Alabama COUNTIES OF Autauga, Bullock, Butler, Chilton, Coosa,
Crenshaw, Dallas, Elmore, Lowndes, Macon, Montgomery, Pike, Tallapoosa,
Wilcox

Wage Determination No.: 94-2017

Revision No.: 33

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Alaska

Areas: Alaska STATEWIDE

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Revision No.: 30

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Arizona

Areas.: Arizona COUNTIES OF Apache, Coconino, Gila, Maricopa, Navajo,
Pinal, Yavapai

Wage Determination No. : 94-2025

Revision No.: 33

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Arizona

Areas: Arizona COUNTIES OF Cochise, Graham, Greenlee, Pima, Santa Cruz

Wage Determination No.: 94-2027

Revision No.: 25

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Arizona

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Areas: Arizona COUNTIES OF La Paz, Yuma

Wage Determination No.: 94-2033

Revision No.: 30

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Arkansas

Areas: Arkansas COUNTIES OF Baxter, Boone, Clay, Cleburne, Conway, Faulkner, Fulton, Garland, Greene, Hot Spring, Independence, Izard, Jackson, Lawrence, Lonoke, Marion, Monroe, Montgomery, Perry, Pope, Prairie, Pulaski, Randolph, Saline, Searcy, Sharp, Stone, Van Buren, White, Woodruff, Yell

Wage Determination No.: 94-2035

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Arkansas

Areas: Arkansas COUNTIES OF Arkansas, Ashley, Bradley, Calhoun, Chicot, Clark, Cleveland, Dallas, Desha, Drew, Grant, Jefferson, Lincoln, Ouachita, Phillips, Pike, Union

Wage Determination No.: 94-2037

Revision No.: 29

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Division of Wage Determinations | Date of Last Revision: 06/03/2005

State(s): Arkansas

Areas: Arkansas COUNTIES OF Benton, Carroll, Crawford, Franklin, Johnson, Logan, Madison, Newton, Polk, Scott, Sebastian, Washington

Wage Determination No.: 94-2043

Revision No.: 27

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Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): California

Areas: California COUNTIES OF Kern

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Revision No.: 23

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State(s): California

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Areas: California COUNTIES OF Fresno, Madera, Mariposa, Merced

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Revision No.: 27

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): California

Areas: California COUNTIES OF Los Angeles, Orange

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State(s): California

Areas: California COUNTIES OF Monterey, San Benito

Wage Determination No.: 94-2051

Revision No.: 27

Division of Wage Determinations | Date of Last Revision: 02/17/2006

State(s): California

Areas: California COUNTIES OF Alameda, Contra Costa

Wage Determination No.: 94-2053

Revision No.: 27

Division of Wage Determinations | Date of Last Revision: 06/17/2006

State(s): California

Areas: California COUNTIES OF Riverside, San Bernardino

Wage Determination No.: 94-2055

Revision No.: 26

Division of Wage Determinations | Date of Last Revision: 07/14/2005

State(s): California

Areas: California COUNTIES OF Alpine, Amador, Butte, Colusa, Del Norte,
El Dorado, Glenn, Humboldt, Lake, Mendocino, Modoc, Nevada, Placer,
Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity,
Yolo, Yuba

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Wage Determination No.: 94-2057

Revision No.: 37

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): California

Areas: California COUNTIES OF Imperial, San Diego

Wage Determination No.: 94-2059

Revision No.: 26

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): California

Areas: California COUNTIES OF Marin, San Francisco, San Mateo

Wage Determination No.: 94-2061

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): California

Areas: California COUNTIES OF Santa Clara, Santa Cruz

Wage Determination No.: 94-2063

Revision No.: 26

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): California

Areas: California COUNTIES OF San Luis Obispo, Santa Barbara

Wage Determination No.: 94-2067

Revision No.: 24

Division of Wage Determinations | Date of Last Revision: 06/09/2005

State(s): California

Areas: California COUNTIES OF Calaveras, San Joaquin, Stanislaus,
Tuolumne

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Wage Determination No.: 94-2069

Revision No.: 25

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): California

Areas: California COUNTIES OF Napa, Solano, Sonoma

Wage Determination No.: 94-2071

Revision No.: 26

Division of Wage Determinations | Date of Last Revision: 09/29/2005

State(s): California

Areas: California COUNTIES OF Ventura

Wage Determination No.: 94-2073

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): California

Areas: California COUNTIES OF Inyo, Kings, Tulare

Wage Determination No.: 94-2079

Revision No.: 29

Division of Wage Determinations | Date of Last Revision: 06/09/2005

State(s): Colorado

Areas: Colorado COUNTIES OF Cheyenne, El Paso, Kit Carson, Lincoln,
Teller

Wage Determination No.: 94-2081

Revision No.: 27

Division of Wage Determinations | Date of Last Revision: 06/01/2005

State(s): Colorado

Areas: Colorado COUNTIES OF Adams, Arapahoe, Boulder, Broomfield, Clear
Creek, Denver, Douglas, Elbert, Gilpin, Grand, Jackson, Jefferson,
Logan,
Morgan, Park, Phillips, Sedgwick, Summit, Washington, Weld, Yuma

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Wage Determination No.: 94-2083

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Colorado

Areas: Colorado COUNTIES OF Alamosa, Archuleta, Baca, Bent, Chaffee, Conejos, Costilla, Crowley, Custer, Delta, Dolores, Eagle, Fremont, Garfield, Gunnison, Hinsdale, Huerfano, Kiowa, Lake, La Plata, Las Animas, Mesa, Mineral, Moffat, Montezuma, Montrose, Otero, Ouray, Pitkin, Prowers, Pueblo, Rio Blanco, Rio Grande, Routt, Saguache, San Juan, San Miguel

Wage Determination No.: 94-3009

Revision No.: 14

Division of Wage Determinations | Date of Last Revision: 06/09/2005

State(s): Colorado

Areas: Colorado COUNTIES OF Larimer

Wage Determination No.: 94-2087

Revision No.: 29

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Connecticut

Areas: Connecticut COUNTIES OF Hartford, Litchfield, Middlesex, New London, Tolland

Wage Determination No.: 94-2089

Revision No.: 26

Division of Wage Determinations | Date of Last Revision: 5/23/2005

State(s): Connecticut - statewide, except Hartford

Areas: Applicable statewide in Connecticut, excluding Fairfield County, New Haven County, New London County, excluding Colchester Town and the Hartford Metropolitan Statistical Area defined below:

HARTFORD County - Avon Town, Bloomfield Town, Canton Town, East Granby Town, East Hartford Town, East Windsor Town, Enfield Town, Farmington Town, Glastonbury Town, Granby Town, Hartford Town, Manchester Town, Marlborough Town, Newington Town, Rocky Hill Town, Simsbury Town, South Windsor Town, Suffield Town, West Hartford Town, Wethersfield Town, Windsor Town, Windsor Locks Town.

LITCHFIELD COUNTY - New Hartford Town

LOGISTICS WORLDWIDE(LOGWORLD) MASS MODIFICATION

MIDDLESEX COUNTY - Cromwell Town, East Hampton Town, Portland Town

NEW LONDON COUNTY - Colchester Town

TOLLAND TOWN - Andover City, Bolton City, Columbia Town, Coventry Town,
Ellington City, Hebron Town, Stafford Town, Tolland Town, Vernon City,
Willington Town

Wage Determination No.: 94-3027

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 06/03/2005

State(s): Connecticut

Areas: Connecticut COUNTIES OF Fairfield, New Haven

Wage Determination No.: 94-2095

Revision No.: 24

Division of Wage Determinations | Date of Last Revision: 06/03/2005

State (s) : Delaware, Maryland, Virginia

Areas: Delaware COUNTY OF Sussex
Maryland COUNTIES OF Somerset, Wicomico, Worcester
Virginia COUNTIES OF Accomack, Northampton

Wage Determination No.: 94-2097

Revision No.: 21

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Delaware, Maryland, New Jersey

Areas: Delaware COUNTIES OF Kent, New Castle
Maryland COUNTIES OF Caroline, Cecil, Dorchester, Kent, Queen Anne's,
Talbot
New Jersey COUNTIES OF Salem

Wage Determination No.: 94-2103

Revision No.: 34

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s) : District of Columbia, Maryland, Virginia

Areas: District of Columbia, Statewide
Maryland COUNTIES OF Calvert, Charles, Frederick, Montgomery, Prince
George's, St Mary's
Virginia COUNTIES OF Alexandria, Arlington, Fairfax, Falls Church,
Fauquier, King George, Loudoun, Prince William, Stafford.

LOGISTICS WORLDWIDE(LOGWORLD) MASS MODIFICATION

Wage Determination No.: 94-2109

Revision No.: 26

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Florida

Areas: Florida COUNTIES OF Flagler, Volusia

Wage Determination No.: 94-2111

Revision No.: 29

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Florida

Areas: Florida COUNTIES OF Broward, Glades, Hendry, Martin, Okeechobee,
Palm Beach, St Lucie

Wage Determination No.: 94-2113

Revision No.: 31

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Florida

Areas: Florida COUNTIES OF Alachua, Bradford, Citrus, Dixie, Ilchrist,
Lake, Levy, Marion, Sumter, Union

Wage Determination No.: 94-2115

Revision No.: 33

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Florida, Georgia

Areas: Florida COUNTIES OF Baker, Clay, Columbia, Duval, Hamilton,
Lafayette, Madison, Nassau, Putnam, Saint Johns, Suwannee, Taylor
Georgia COUNTIES OF Brantley, Camden, Charlton, Glynn, Pierce

Wage Determination No.: 94-2117

Revision No.: 30

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Florida

Areas: Florida COUNTIES OF Brevard, Indian River

Wage Determination No.: 94-2119

Revision No.: 27

Division of Wage Determinations | Date of Last Revision: 05/23/2005

LOGISTICS WORLDWIDE(LOGWORLD) MASS MODIFICATION

State(s): Florida

Areas: Florida COUNTIES OF Collier, Dade, Monroe

Wage Determination No.: 94-3007

Revision No.: 8

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Florida

Areas: Florida COUNTIES OF Bay

Wage Determination No.: 94-2121

Revision No.: 32

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Florida

Areas: Florida COUNTIES OF Calhoun, Franklin, Garden, Holmes, Jackson, Jefferson, Leon, Liberty, Wakulla, Walton, Washington

Wage Determination No.: 94-3033

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Florida

Areas: Florida COUNTIES OF Escambia, Okaloosa, and Santa Rosa

Wage Determination No.: 94-2123

Revision No.: 24

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Florida

Areas: Florida COUNTIES OF Orange, Osceola, Seminole

Wage Determination No.: 94-2125

Revision No.: 22

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Florida

Areas- Florida COUNTIES OF Charlotte, De Soto, Hardee, Hernando, Highlands, Hillsborough, Lee, Manatee, Pasco, Pinellas, Polk, Sarasota

LOGISTICS WORLDWIDE(LOGWORLD) MASS MODIFICATION

Wage Determination No.: 94-2131

Revision No.: 30

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Georgia

Areas: Georgia COUNTIES OF Atkinson, Baker, Ben Hill, Berrien, Brooks, Calhoun, Clinch, Coffee, Colquitt, Cook, Decatur, Dougherty, Echols, Grady, Irwin, Lanier, Lee, Lowndes, Mitchell, Randolph, Sumter, Terrell, Thomas, Tift, Turner, Ware, Worth

Wage Determination No.: 94-2133

Revision No.: 28

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Georgia

Areas: Georgia COUNTIES OF Banks, Barrow, Bartow, Butts, Carroll, Chatanooga, Cherokee, Clarke, Clayton, Cobb, Coweta, Dawson, De Kalb, Douglas, Fannin, Fayette, Floyd, Forsyth, Franklin, Fulton, Gilmer, Gordon, Greene, Gwinnett, Habersham, Hall, Haralson, Henry, Jackson, Lumpkin, Madison, Morgan, Murray, Newton, Oconee, Oglethorpe, Paulding, Pickens, Polk, Rabun, Rockdale, Spalding, Stephens, Towns, Union, Walton, White, Whitfield

Wage Determination No.: 94-2135

Revision No.: 27

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Georgia, South Carolina

Areas: Georgia COUNTIES OF Burke, Columbia, Elbert, Emanuel, Glascock, Hart, Jefferson, Jenkins, Lincoln, McDuffie, Richmond, Taliaferro, Warren, Wilkes
South Carolina COUNTIES OF Aiken, Allendale, Bamberg, Barnwell, Edgefield, McCormick

Wage Determination No.: 94-2137

Revision No.: 26

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s.): Alabama, Georgia

Areas: Alabama COUNTIES OF Chambers, Lee, Randolph, Russell
Georgia COUNTIES OF Chattahoochee, Harris, Heard, Marion, Meriwether, Muscogee, Quitman, Schley, Stewart, Talbot, Taylor, Troup, Webster

LOGISTICS WORLDWIDE(LOGWORLD) MASS MODIFICATION

Wage Determination No.: 94-2139

Revision No.: 31

Division of Wage Determination | Date of Last Revision: 05/23/2005

State(s): Georgia

Areas: Georgia COUNTIES OF Baldwin, Bibb, Bleckley, Crawford, Crisp, Dodge, Dooly, Hancock, Houston, Jasper, Johnson, Jones, Lamar, Laurens, Macon, Monroe, Montgomery, Peach, Pike, Pulaski, Putnam, Telfair, Treutlen, Twiggs, Upson, Washington, Wheeler, Wilcox, Wilkinson

Wage Determination No.: 94-2141

Revision No.: 31

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Georgia, South Carolina

Areas: Georgia COUNTIES OF Appling, Bacon, Bryan, Bulloch, Candler, Chatham, Effingham, Evans, Jeff Davis, Liberty, Long, McIntosh, Screven, Tattnall, Toombs, Wayne
South Carolina COUNTIES OF Hampton, Jasper

Wage Determination No.: 94-2147

Revision No.: 26

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Guam, Northern Marianas

Areas: Guam Statewide
Northern Marianas Statewide

Wage Determination No.: 94-2153

Revision No.: 36

Division of Wage Determinations | Date of Last Revision: 08/31/2005

State(s): Hawaii

Areas: Hawaii Statewide

Wage Determination No.: 94-2159

Revision No.: 26

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Idaho

Areas: Idaho Statewide

LOGISTICS WORLDWIDE(LOGWORLD) MASS MODIFICATION

Wage Determination No.: 94-2165

Revision No.: 26

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Illinois

Areas: Illinois COUNTIES OF Champaign, De Witt, Douglas, Edgar, Ford,
McLean, Piatt, Vermilion

Wage Determination No.: 94-2167

Revision No.: 29

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Illinois

Areas: Illinois COUNTIES OF Cook, DeKalb, Du Page, Kane, Lake, Lee,
McHenry,

Wage Determination No.: 94-3005

Revision No.: 13

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Illinois

Areas: Illinois COUNTIES OF Boone, Ogle, Stephenson, Winnebago

Wage Determination No.: 94-2169

Revision No.: 24

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Illinois

Areas: Illinois COUNTIES OF Christian, Clark, Coles, Crawford,
Cumberland, Jasper, Macon, Moultrie, Shelby

Wage Determination No.: 94-2171

Revision No.: 21

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Illinois

Areas: Illinois COUNTIES OF Grundy, Iroquois, Kankakee, Kendall, La
Salle Livingston, Will

Wage Determination No.: 94-2173

Revision No.: 25

LOGISTICS WORLDWIDE(LOGWORLD) MASS MODIFICATION

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Illinois

Areas: Illinois COUNTIES OF Fulton, Hancock, Knox, McDonough, Marshall,
Mason, Peoria, Putnam, Schuyler, Stark, Tazewell, Woodford

Wage Determination No.: 94-2175

Revision No.: 29

Division of Wage Determinations | Date of Last Revision: 06/09/2005

State(s): Illinois, Iowa

Areas: Iowa COUNTIES OF Des Moines, Henry, Lee, Louisa, Muscatine,
Scott
Illinois COUNTIES OF Bureau, Carroll, Henderson, Henry, Jo. Daviess,
Mercer, Rock Island, Warren, Whiteside

Wage Determination No.: 94-2177

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 06/02/2005

State(s): Illinois

Areas: Illinois COUNTIES OF Adams, Brown, Cass, Greene, Logan,
Macoupin, Menard, Montgomery, Morgan, Pike, Sangamon, Scott

Wage Determination No.: 94-2183

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Illinois, Indiana

Areas: Illinois COUNTIES OF Edwards, Gallatin, Hardin, Lawrence,
Richland, Wabash, White
Indiana COUNTIES OF Brown, Crawford, Davies, Dubois, Gibson, Greene,
Jackson, Knox, Lawrence, Martin, Monroe, Orange, Owen, Pike, Washington

Wage Determination No.: 94-2185

Revision No.: 21

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Indiana

Areas: Indiana COUNTIES OF Elkhart, Kosciusko

LOGISTICS WORLDWIDE(LOGWORLD) MASS MODIFICATION

Wage Determination No.: 94-2187

Revision No.: 24

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Indiana, Kentucky, Tennessee

Areas: Indiana COUNTIES OF Perry, Posey, Spencer, Vanderburgh, Warrick
Kentucky COUNTIES OF Butler, Caldwell, Christian, Crittenden,
Daviss, Hancock, Henderson, Hopkins, Livingston, Logan, Lyon, McLean,
Muhlenberg, Ohio, Todd, Trigg, Union, Warren, Webster
Tennessee COUNTIES OF Montgomery, Stewart

Wage Determination No.: 94-2189

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Indiana, Ohio

Areas: Indiana COUNTIES OF Adams, Allen, Blackford, De Kalb, Grant,
Huntington, Jay, Lagrange, Noble, Steuben, Wabash, Wells, Whitley
Ohio COUNTIES OF Defiance, Paulding, Williams

Wage Determination No.: 94-2191

Revision No.: 22

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Indiana

Areas: Indiana COUNTIES OF Benton, Jasper, Lake, La Porte, Newton,
Porter, Pulaski, Starke

Wage Determination No.: 94-2193

Revision No.: 30

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Indiana

Areas: Indiana COUNTIES OF Bartholomew, Boone, Clay, Decatur, Delaware,
Fayette, Fountain, Hamilton, Hancock, Hendricks, Henry, Johnson,
Madison, Marion, Montgomery, Morgan, Parke, Putnam, Rush, Shelby,
Sullivan, Tippecanoe, Vermillion, Vigo, Warren

LOGISTICS WORLDWIDE(LOGWORLD) MASS MODIFICATION

Wage Determination No.: 94-2195

Revision No.: 25

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Indiana

Areas: Indiana COUNTIES OF Carroll, Cass, Clinton, Fulton, Howard,
Miami, Tipton, White

Wage Determination No.: 94-2197

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Indiana

Areas: Indiana COUNTIES OF Marshall, Saint Joseph

Wage Determination No.: 94-2203

Revision No.: 25

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s) : Iowa

Areas: Iowa COUNTIES OF Allamakee, Benton, Black Hawk, Bremer,
Buchanan, Butler, Cedar, Chickasaw, Clayton, Clinton, Delaware,
Dubuque,
Fayette, Floyd, Grundy, Howard, Iowa, Jackson, Jefferson, Johnson,
Jones, Keokuk, Linn, Mitchell, Tama, Van Buren, Washington, Winneshiek

Wage Determination No.: 94-2205

Revision No.: 25

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Iowa

Areas: Iowa COUNTIES OF Adair, Appanoose, Audubon, Boone, Calhoun,
Carroll,
Cerro Gordo, Clarke, Dallas, Davis, Decatur, Emmet, Franklin, Greene,
Guthrie, Hamilton, Hancock, Hardin, Humboldt, Jasper, Kossuth, Lucas,
Madison, Mahaska, Marion, Marshall, Monroe, Palo Alto, Pocahontas,
Polk, Poweshiek, Ringgold, Story, Taylor, Union, Wapello, Warren,
Wayne, Webster, Winnebago, Worth, Wright

LOGISTICS WORLDWIDE(LOGWORLD) MASS MODIFICATION

Wage Determination No.: 94-2211

Revision No.: 27

Division of Wage Determinations | Date of Last Revision: 08/31/2005

State(s): Johnston Island

Areas: Johnston Island Statewide

Wage Determination No.: 94-2213

Revision No.: 34

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Kansas

Areas: Kansas COUNTIES OF Brown, Clay, Cloud, Coffey, Dickinson, Geary, Jackson, Jefferson, Lyon, Marshall, Morris, Nemaha, Osage, Ottawa, Pottawatomie, Republic, Riley, Saline, Shawnee, Wabaunsee, Washington

Wage Determination No.: 94-2215

Revision No.: 26

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Kansas

Areas: Kansas COUNTIES OF Allen, Barber, Barton, Bourbon, Butler, Chase, Chautauqua, Cherokee, Cheyenne, Clark, Comanche, Cowley, Crawford, Decatur, Edwards, Elk, Ellis, Ellsworth, Finney, Ford, Gove, Graham, Grant, Gray, Greeley, Greenwood, Hamilton, Harper, Harvey, Haskell, Hodgeman, Jewell, Kearny, Kingman, Kiowa, Labette, Lane, Lincoln, Logan, McPherson, Marion, Meade, Mitchell, Montgomery, Morton, Neosho, Ness, Norton, Osborne, Pawnee, Phillips, Pratt, Rawlins, Reno, Rice, Rooks, Rush, Russell, Scott, Sedgwick, Seward, Sheridan, Sherman, Smith, Stafford, Stanton, Stevens, Sumner, Thomas, Trego, Wallace, Wichita, Wilson, Woodson

Wage Determination No.: 94-2221

Revision No.: 31

Division of Wage Determinations | Date of Last Revision: 08/23/2005

State(s): Kentucky

Areas: Kentucky COUNTIES OF Anderson, Bath, Bell, Bourbon, Boyle, Breathitt, Casey, Clark, Clay, Estill, Fayette, Fleming, Franklin, Garrard, Green, Harlan, Harrison, Jackson, Jessamine, Knott, Knox, Laurel, Lee, Leslie, Letcher, Lincoln, McCreary, Madison, Marion, Menifee, Mercer, Montgomery, Morgan, Nicholas, Owen, Owsley, Perry, Powell,

LOGISTICS WORLDWIDE(LOGWORLD) MASS MODIFICATION

Pulaski, Robertson, Rockcastle, Rowan, Scott, Taylor, Washington,
Wayne, Whitley, Wolfe, Woodford

Wage Determination No.: 94-2223

Revision No.: 24

Division of Wage Determinations | Date of Last Revision: 08/04/2005

State(s): Indiana, Kentucky

Areas: Indiana COUNTIES OF Clark, Floyd, Harrison, Jefferson, Jennings,
Scott

Kentucky COUNTIES OF Breckinridge, Bullitt, Edmonson, Grayson, Hardin,
Hart, Henry, Jefferson, Larue, Meade, Nelson, Oldham, Shelby, Spencer,
Trimble

Wage Determination No.: 94-2229

Revision No.: 27

Division of Wage Determinations | Date of Last Revision: 06/17/2005

State(s): Louisiana

Areas: Louisiana PARISHES OF Acadia, Allen, Avoyelles, Beauregard,
Caldwell, Catahoula, Concordia, Evangeline, Franklin, Grant, La Salle,
Natchitoches, Rapides, Sabine, Tensas, Vernon, Winn

Wage Determination No.: 94-2231

Revision No.: 25

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Louisiana

Areas: Louisiana PARISHES OF Ascension, Assumption, East Baton Rouge,
East Feliciana, Iberia, Iberville, Livingston, Pointe Coupee,
St Helena, Saint James, St Landry, St Martin, St Mary, Tangipahoa, West
Baton Rouge, West Feliciana

Wage Determination No.: 94-2233

Revision No.: 25

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Louisiana

Areas: Louisiana PARISHES OF Jefferson, Lafourche, Orleans,
Plaquemines, St Bernard, St Charles, Saint John The Baptist, St
Tammany, Terrebonne, Washington

LOGISTICS WORLDWIDE(LOGWORLD) MASS MODIFICATION

Wage Determination No.: 94-2235

Revision No.: 30

Division of Wage Determinations | Date of Last Revision: 06/14/2005

State(s): Arkansas, Louisiana, Texas

Areas: Arkansas COUNTIES OF Columbia, Hempstead, Howard, Lafayette, Little River, Miller, Nevada, Sevier
Louisiana PARISHES OF Bienville, Bossier, Caddo, Claiborne, De Soto, East Carroll, Jackson, Lincoln, Madison, Morehouse, Ouachita, Red River, Richland, Union, Webster, West Carroll
Texas COUNTIES OF Bowie, Camp, Cass, Cherokee, Franklin, Gregg, Harrison, Marion, Morris, Panola, Red River, Rusk, Titus, Upshur

Wage Determination No.: 94-2241

Revision No.: 28

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Maine

Areas: Maine Statewide

Wage Determination No.: 94-2247

Revision No.: 27

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Maryland

Areas: Maryland COUNTIES OF Anne Arundel, Baltimore, Carroll, Harford, Howard, Baltimore City

Wage Determination No.: 94-2249

Revision No.: 24

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Maryland, Pennsylvania, Virginia

Areas: Maryland COUNTIES OF Allegany, Garrett, Washington
Pennsylvania COUNTY OF Franklin
Virginia COUNTIES OF Clarke, Culpeper, Frederick, Greene, Madison, Page, Rappahannock, Rockingham, Shenandoah, Warren

Wage Determination No.: 94-2253

Revision No.: 22

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Massachusetts, Rhode Island

LOGISTICS WORLDWIDE(LOGWORLD) MASS MODIFICATION

Areas: Massachusetts COUNTIES OF Bristol, Norfolk, Worcester
Rhode Island COUNTY OF Providence

Wage Determination No.: 94-2255

Revision No.: 24

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Massachusetts

Areas: Massachusetts COUNTIES OF Bristol, Essex, Middlesex, Norfolk,
Plymouth, Suffolk, Worcester

Wage Determination No.: 94-2257

Revision No.: 21

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Massachusetts, New Hampshire

Areas: Massachusetts COUNTIES OF Essex
New Hampshire COUNTIES OF Rockingham

Wage Determination No.: 94-2259

Revision No.: 20

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Massachusetts

Areas: Massachusetts COUNTIES OF Barnstable, Bristol, Dukes, Nantucket,
Norfolk, Plymouth

Wage Determination No.: 94-2261

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 08/04/2005

State(s): Massachusetts

Areas: This wage determination applies to the following counties in
MASSACHUSETTS: BERKSHIRE, FRANKLIN, HAMPDEN, HAMPSHIRE, and WORCESTER
Excluding the cities and towns in Boston, Worcester, Pawtucket-
Woonsocket-Attleboro metropolitan areas listed below:

WORCESTER County: Auburn, Barre, Berlin, Blackstone, Bolton, Boylston,
Brookfield, Charlton, Clinton, Douglas, Dudley, East Brookfield,
Grafton, Harvard, Holden, Hopedale, Lancaster, Leicester, Mendon,
Milford, Millbury, Millville, Northborough, Northbridge, North
Brookfield, Oxford, Paxton, Princeton, Rutland, Shrewsbury,
Southborough, Spencer, Sterling, Sutton, Upton, Uxbridge, Webster,
Westborough, West Boylston, and Worcester.

LOGISTICS WORLDWIDE(LOGWORLD) MASS MODIFICATION

Wage Determination No.: 94-2263

Revision No.: 22

Division of Wage Determinations | Date of Last Revision: 05/23/2005
State(s): Massachusetts

Areas: This wage determination applies WORCESTER County in MASSACHUSETTS Including only the cities and towns listed below:
WORCESTER County: Auburn, Berlin Town, Boylston Town, Brookfield Town, Charlton Town, East Brookfield Town, Grafton Town, Holden Town, Leicester Town, Millbury Town, Northborough Town, Northbridge Town, North Brookfield Town, Oxford Town, Paxton Town, Shrewsbury Town, Spencer Town, Sterling Town, Sutton Town, Upton Town, Uxbridge Town, Webster Town, Westborough Town, West Boylston Town, and Worcester City.

Wage Determination No.: 94-2269

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 05/23/2005
State(s): Michigan

Areas: Michigan COUNTIES OF Lenawee, Washtenaw

Wage Determination No.: 94-2271

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 05/23/2005
State(s): Michigan

Areas: Michigan COUNTIES OF Alcona, Alpena, Antrim, Arenac, Benzie, Charlevoix, Cheboygan, Crawford, Emmet, Grand Traverse, Iosco, Kalkaska, Leelanau, Manistee, Missaukee, Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle, Roscommon, Wexford

Wage Determination No.: 94-2273

Revision No.: 29

Division of Wage Determinations | Date of Last Revision: 05/23/2005
State(s): Michigan

Areas: Michigan COUNTIES OF Genesee, Lapeer, Macomb, Monroe, Oakland, St Clair, Wayne

Wage Determination No.: 94-3011

Revision No.: 8

Division of Wage Determinations | Date of Last Revision: 05/23/2005
State(s): Michigan

Areas: Michigan COUNTIES OF Livingston

LOGISTICS WORLDWIDE(LOGWORLD) MASS MODIFICATION

Wage Determination No.: 94-2275

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Michigan

Areas: Michigan COUNTIES OF Bay, Clare, Clinton, Gladwin, Gratiot, Huron, Isabella, Lake, Mason, Mecosta, Midland, Montcalm, Muskegon, Newaygo, Oceana, Osceola, Saginaw, Sa, nilac, Shiawassee, Tuscola

Wage Determination No.: 94-2277

Revision No.: 21

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Michigan

Areas: Michigan COUNTIES OF Barry, Berrien, Branch, -Calhoun, Cass, Eaton, Hillsdale, Ingham, Ionia, Jackson, Kalamazoo, Saint Joseph, Van Buren

Wage Determination No.: 94-3029

Revision No.: 10

Division of Wage Determinations | Date of Last Revision: 08/31/2005

State(s): Michigan

Areas: Michigan COUNTIES OF Allegan, Kent, Ottawa

Wage Determination No.: 94-2279

Revision No.: 21

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Michigan

Areas: Michigan COUNTIES OF Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon, Schoolcraft

Wage Determination No.: 94-2285

Revision No.: 26

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Minnesota, Wisconsin

Areas: Minnesota COUNTIES OF Aitkin, Becker, Beltrami, Carlton, Cass, Clay, Clearwater, Cook, Crow Wing, Hubbard, Itasca, Kanabec, Kittson,

LOGISTICS WORLDWIDE(LOGWORLD) MASS MODIFICATION

Koochiching, Lake, Lake of The Woo, Mahnomen, Marshall, Norman, Otter Tail, Pennington, Pine, Polk, Red Lake, Roseau, St Louis, Wadena, Wilkin
Wisconsin COUNTIES OF Ashland, Bayfield, Burnett, Douglas, Iron, Price, Rusk, Sawyer, Taylor, Washburn

Wage Determination No.: 2287

Revision No.: 29

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Minnesota, Wisconsin

Areas: Minnesota COUNTIES OF Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Washington, Wright
Wisconsin COUNTIES OF Pierce, Polk, St Croix

Wage Determination No.: 94-2289

Revision No.: 25

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Minnesota

Areas: Minnesota COUNTIES OF Benton, Big Stone, Blue Earth, Brown, Chippewa, Cottonwood, Dodge, Douglas, Faribault, Fillmore, Freeborn, Goodhue,
Grant, Houston, Jackson, Kandiyohi, Lac Qui Parle, Le Sueur, Lincoln, Lyon, McLeod, Martin, Meeker, Mille Lacs, Morrison, Mower, Murray, Nicollet, Nobles, Olmsted, Pipestone, Pope, Redwood, Renville, Rice, Rock, Sherburne, Sibley, Stearns, Steele, Stevens, Swift, Todd, Traverse, Wabasha, Waseca, Watonwan, Winona, Yellow Medicine

Wage Determination No.: 94-2295

Revision No.: 25

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Mississippi

Areas: Mississippi COUNTIES OF Alcorn, Bolivar, Calhoun, Carroll, Chickasaw, Choctaw, Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee, Leflore, Lowndes, Monroe, Montgomery, Noxubee, Oktibbeha, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tishomingo, Tunica, Union, Washington, Webster, Winston, Yalobusha

Wage Determination No.: 94-2297

Revision No.: 26

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Mississippi

LOGISTICS WORLDWIDE(LOGWORLD) MASS MODIFICATION

Areas: Mississippi COUNTIES OF Adams, Amite, Attala, Claiborne, Copiah, Covington, Franklin, Hinds, Holmes, Humphreys, Issaquena, Jefferson, Jefferson Davis, Lamar, Lawrence, Leake, Lincoln, Madison, Marion, Pike, Rankin, Scott, Sharkey, Simpson, Smith, Walthall, Warren, Wilkinson, Yazoo

Wage Determination No.: 94-2299

Revision No.: 26

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Alabama, Mississippi

Areas: Alabama COUNTIES OF Sumter
Mississippi COUNTIES OF Clarke, Forrest, Greene, Jasper, Jones, Kemper, Lauderdale, Neshoba, Newton, Perry, Wayne

Wage Determination No.: 94-2301

Revision No.: 28

Division of Wage Determinations | Date of Last Revision: 06/21/2005

State(s): Mississippi

Areas: Mississippi COUNTIES OF George, Hancock, Harrison, Jackson, Pearl River, Stone

Wage Determination No.: 94-2307

Revision No.: 30

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Kansas, Missouri

Areas: Kansas COUNTIES OF Anderson, Atchison, Doniphan, Douglas, Franklin, Johnson, Leavenworth, Linn, Miami, Wyandotte
Missouri COUNTIES OF Adair, Andrew, Atchison, Bates, Buchanan, Caldwell, Carroll, Cass, Chariton, Clay, Clinton, Cooper, Daviess, De Kalb, Gentry, Grundy, Harrison, Henry, Holt, Howard, Jackson, Johnson, Lafayette, Linn, Livingston, Macon, Mercer, Nodaway, Pettis, Platte, Putnam, Ray, Saline, Schuyler, Sullivan, Worth

Wage Determination No.: 94-2309

Revision No.: 33

Division of Wage Determinations | Date of Last Revision: 10/28/2005

State(s): Illinois, Missouri

Areas: Illinois COUNTIES OF Alexander, Bond, Calhoun, Clay, Clinton, Effingham, Fayette, Franklin, Hamilton, Jackson, Jefferson, 'Jersey, Johnson, Madison, Marion, Massac, Monroe, Perry, Pope, Pulaski, Randolph, St Clair, Saline, Union, Washington, Wayne, Williamson

LOGISTICS WORLDWIDE(LOGWORLD) MASS MODIFICATION

Missouri COUNTIES OF Audrain, Boone, Callaway, Clark, Cole, Crawford, Franklin, Gasconade, Jefferson, Knox, Lewis, Lincoln, Marion, Monroe, Montgomery, Osage, Pike, Ralls, Randolph, St Charles, Ste Genevieve, St Francois, St Louis, Scotland, Shelby, Warren, Washington

Wage Determination No.: 94-2311

Revision No.: 26

Division of Wage Determinations | Date of Last Revision: 08/12/2005

State(s): Missouri

Areas: Missouri COUNTIES OF Barry, Barton, Benton, Bollinger, Butler, Camden, Cape Girardeau, Carter, Cedar, Christian, Dade, Dallas, Dent, Douglas, Dunklin, Greene, Hickory, Howell, Iron, Jasper, Laclede, Lawrence, McDonald, Madison, Maries, Miller, Mississippi, Moniteau, Morgan, New Madrid, Newton, Oregon, Ozark, Pemiscot, Perry, Phelps, Polk, Pulaski, Reynolds, Ripley, St Clair, Scott, Shannon, Stoddard, Stone, Taney, Texas, Vernon, Wayne, Webster, Wright

Wage Determination No.: 94-2317

Revision No.: 21

Division of Wage Determinations | Date of Last Revision: 06/09/2005

State(s): Montana

Areas: Montana Statewide

Wage Determination No.: 94-2323

Revision No.: 25

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Nebraska

Areas: Nebraska COUNTIES OF Adams, Antelope, Arthur, Blaine, Boone, Boyd, Brown, Buffalo, Chase, Cherry, Clay, Custer, Dawson, Dundy, Fillmore, Franklin, Frontier, Furnas, Garfield, Gosper, Grant, Greeley, Hall, Hamilton, Harlan, Hayes, Hitchcock, Holt, Hooker, Howard, Jefferson, Kearney, Keith, Keya Paha, Knox, Lincoln, Logan, Loup, McPherson, Merrick, Nance, Nuckolls, Perkins, Phelps, Platte, Polk, Red Willow, Rock, Saline, Seward, Sherman, Thayer, Thomas, Valley, Webster, Wheeler, York

Wage Determination No.: 94-2325

Revision No.: 30

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Iowa, Nebraska

LOGISTICS WORLDWIDE(LOGWORLD) MASS MODIFICATION

Areas: Iowa COUNTIES OF Adams, Buena Vista, Cass, Cherokee, Clay, Crawford, Dickinson, Fremont, Harrison, Ida, Lyon, Mills, Monona, Montgomery, Obrien, Osceola, Page, Plymouth, Pottawattamie, Sac, Shelby, Sioux, Woodbury
Nebraska COUNTIES OF Burt, Butler, Cass, Cedar, Colfax, Cuming, Dakota, Dixon, Dodge, Douglas, Gage, Johnson, Lancaster, Madison, Nemaha, Otoe, Pawnee, Pierce, Richardson, Sarpy, Saunders, Stanton, Thurston, Washington, Wayne

Wage Determination No.: 94-2331

Revision No.: 27

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Arizona, Nevada

Areas: Arizona COUNTIES OF Mohave
Nevada COUNTIES OF Clark, Esmeralda, Lincoln, Nye

Wage Determination No.: 94-2333

Revision No.: 27

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): California, Nevada

Areas: California COUNTIES OF Lassen, Mono
Nevada All COUNTIES except Clark, Esmeralda, Lincoln, Nye

Wage Determination No.: 94-2339

Revision No.: 25

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): New Hampshire

Areas: New Hampshire ALL COUNTIES except Rockingham (See 94-2257)

Wage Determination No.: 94-2345

Revision No.: 21

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): New Jersey

Areas: New Jersey COUNTIES OF Atlantic, Cape May, Cumberland

Wage Determination No.: 94-2347

Revision No.: 18

Division of Wage Determinations | Date of Last Revision: 06/03/2005

LOGISTICS WORLDWIDE(LOGWORLD) MASS MODIFICATION

State(s): New Jersey

Areas: New Jersey COUNTIES OF Bergen, Passaic

Wage Determination No.: 94-2349

Revision No.: 21

Division of Wage Determinations | Date of Last Revision: 06/03/2005

State(s): New Jersey

Areas: New Jersey COUNTIES OF Hunterdon, Middlesex, Somerset, Warren

Wage Determination No.: 94-2351

Revision No.: 21

Division of Wage Determinations | Date of Last Revision: 06/03/2005

State(s): New Jersey

Areas: New Jersey COUNTIES OF Monmouth, Ocean

Wage Determination No.: 94-2353

Revision No.: 21

Division of Wage Determinations | Date of Last Revision: 06/03/2005

State(s): New Jersey

Areas: New Jersey COUNTIES OF Essex, Hudson, Morris, Sussex, Union

Wage Determination No.: 94-2355

Revision No.: 19

Division of Wage Determinations | Date of Last Revision: 06/03/2005

State(s): New Jersey

Areas: New Jersey COUNTY OF Mercer

Wage Determination No.: 94-2361

Revision No.: 28

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): New Mexico

Areas: New Mexico COUNTIES OF Bernalillo, Catron, Cibola, Colfax, De Baca, Guadalupe, Harding, Los Alamos, McKinley, Mora, Rio Arriba, Sandoval, San Juan, San Miguel, Santa Fe, Socorro, Taos, Torrance, Valencia

LOGISTICS WORLDWIDE(LOGWORLD) MASS MODIFICATION

Wage Determination No.: 94-2367

Revision No.: 26

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): New York

Areas: New York COUNTIES OF Albany, Columbia, Fulton, Greene,
Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren,
Washington

Wage Determination No.: 94-2371

Revision No.: 26

Division of Wage Determinations | Date of Last Revision: 06/14/2005

State(s): New York

Areas: New York COUNTIES OF Allegany, Cattaraugus, Chautauqua, Erie,
Niagara, Wyoming

Wage Determination No.: 94-2373

Revision No.: 24

Division of Wage Determinations | Date of Last Revision: 06/03/2005

State(s): New York

Areas: New York COUNTIES OF Nassau, Suffolk

Wage Determination No.: 94-2375

Revision No.: 25

Division of Wage Determinations | Date of Last Revision: 11/03/2005

State(s): New York

Areas: New York COUNTIES OF Bronx, Kings, New York, Putnam, Queens,
Richmond, Rockland, Westchester

Wage Determination No.: 94-2377

Revision No.: 22

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State (s) : New York

Areas: New York COUNTIES OF Clinton, Essex, Franklin, Jefferson, Lewis,
St Lawrence

LOGISTICS WORLDWIDE(LOGWORLD) MASS MODIFICATION

Wage Determination No.: 94-2379

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 06/03/2005

State(s): New York

Areas: New York COUNTIES OF Delaware, Dutchess, Orange, Sullivan,
Ulster

Wage Determination No.: 94-2381

Revision No.: 31

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): New York

Areas: New York COUNTIES OF Genesee, Livingston, Monroe, Ontario,
Orleans, Schuyler, Seneca, Steuben, Wayne, Yates

Wage Determination No.: 94-2383

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 08/24/2005

State(s): New York

Areas: New York COUNTIES OF Broome, Cayuga, Chemung, Chenango,
Cortland,
Hamilton, Herkimer, Madison, Oneida, Onondaga, Oswego, Otsego, Tioga,
Tompkins

Wage Determination No.: 94-2389

Revision No.: 25

Division of Wage Determinations | Date of Last Revision: 06/17/2005

State(s): North Carolina

Areas: North Carolina COUNTIES OF Alleghany, Ashe, Avery, Buncombe,
Burke, Caldwell, Cherokee, Clay, Graham, Haywood, Henderson, Jackson,
McDowell, Macon, Madison, Mitchell, Polk, Rutherford, Swain,
Transylvania, Watauga, Yancey

Wage Determination No.: 94-2391

Revision No.: 22

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): North Carolina, South Carolina

Areas: North Carolina COUNTIES OF Alexander, Anson, Cabarrus, Catawba,
Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, Union,
Wilkes
South Carolina COUNTIES OF Chesterfield, Lancaster, York

LOGISTICS WORLDWIDE(LOGWORLD) MASS MODIFICATION

Wage Determination No.: 94-2393

Revision No.: 29

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): North Carolina, South Carolina

Areas: North Carolina COUNTIES OF Beaufort, Bladen, Brunswick,
Carteret,
Columbus, Craven, Cumberland, Dare, Duplin, Greene, Harnett, Hoke,
Hyde, Johnston, Jones, Lee, Lenoir, Martin, Moore, New Hanover, Onslow,
Pamlico, Pender, Pitt, Richmond, Robeson, Sampson, Scotland, Tyrrell,
Washington, Wayne, Wilson
South Carolina COUNTIES OF Dillon, Horry, Marion, Marlboro

Wage Determination No.: 94-2397

Revision No.: 24

Division of Wage Determinations | Date of Last Revision: 05/23/2005

States: North Carolina

Areas: North Carolina COUNTIES OF Alamance, Caswell, Chatham, Davidson,
Davie, Forsyth, Guilford, Montgomery, Randolph, Rockingham, Stokes,
Surry, Yadkin

Wage Determination No.: 94-2401

Revision No.: 31

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): North Carolina

Areas: North Carolina COUNTIES OF Bertie, Durham, Edgecombe, Franklin,
Granville, Halifax, Hertford, Nash, Northampton, Orange, Person, Vance,
Wake, Warren

Wage Determination No.: 94-2407

Revision No.: 26

Division of Wage Determinations | Date of Last Revision: 06/21/2005

State(s): North Dakota

Areas: North Dakota Statewide

Wage Determination No.: 94-2413

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Indiana, Kentucky, Ohio

LOGISTICS WORLDWIDE(LOGWORLD) MASS MODIFICATION

Areas: Indiana COUNTIES OF Dearborn, Franklin, Ohio, Ripley,
Switzerland Kentucky COUNTIES OF Boone, Bracken, Campbell, Carroll,
Gallatin, Grant, Kenton, Mason, Pendleton
Ohio COUNTIES OF Brown, Butler, Clermont, Hamilton, Warren

Wage Determination No.: 94-2415

Revision No.: 28

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Ohio

Areas: Ohio COUNTIES OF Ashland, Ashtabula, Cuyahoga, Erie, Geauga,
Huron, Lake, Lorain, Medina, Portage, Richland, Stark, Summit, Wayne

Wage Determination No.: 94-3013

Revision No.: 10

Division of Wage Determinations | Date of Last Revision: 07/12/2005

State(s): Ohio

Areas: Ohio COUNTIES OF Carroll, Mahoning, Trumbull

Wage Determination No.: 94-2417

Revision No.: 26

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Ohio

Areas: Ohio COUNTIES OF Coshocton, Crawford, Delaware, Fairfield,
Fayette, Franklin', Guernsey, Holmes, Knox, Licking, Madison, Marion,
Morrow, Muskingum, Perry, Pickaway, Union

Determination No.: 94-2419

Revision No.: 27

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Indiana, Ohio

Areas: Indiana COUNTIES OF Randolph, Union, Wayne
Ohio COUNTIES OF Champaign, Clark, Clinton, Darke, Greene, Logan,
Miami, Montgomery, Preble, Shelby

Wage Determination No.: 94-2421

Revision No.: 20

Division of Wage Determinations | Date of Last Revision: 06/16/2005

State (s) : Ohio

Areas: Ohio COUNTIES OF Allen, Auglaize, Hancock, Hardin, Mercer,
Putnam, Van Wert, Wyandot

LOGISTICS WORLDWIDE(LOGWORLD) MASS MODIFICATION

Wage Determination No.: 94-2423

Revision No.: 22

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Ohio

Areas: Ohio COUNTIES OF Adams, Athens, Gallia, Highland, Hocking,
Jackson,
Lawrence, Meigs, Pike, Ross, Scioto, Vinton

Wage Determination No.: 94-2425

Revision No.: 21

Division of Wage Determinations | Date of Last Revision: 07/15/2005

State(s): Ohio

Areas: Ohio COUNTIES OF Fulton, Henry, Lucas, Ottawa, Sandusky, Seneca,
Wood

Wage Determination No.: 94-2431

Revision No.: 26

Division of Wage Determinations: | Date of Last Revision: 08/11/2005

State(s): Oklahoma

Areas: Oklahoma COUNTIES OF Alfalfa, Atoka, Beckham, Blaine, Bryan,
Caddo, Canadian, Carter, Cleveland, Coal, Custer, Dewey, Ellis,
Garfield,
Garvin, Grady, Grant, Harper, Hughes, Johnston, Kingfisher, Lincoln,
Logan, Love, McClain, Major, Marshall, Murray, Noble, Oklahoma, Payne,
Pontotoc, Pottawatomie, Roger Mills, Seminole, Washita, Woods, Woodward

Wage Determination No.: 94-2433

Revision No.: 32

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Oklahoma

Areas: Oklahoma COUNTIES OF Adair, Cherokee, Choctaw, Craig, Creek,
Delaware, Haskell, Kay, Latimer, Le Flore, McCurtain, McIntosh,
Mayes, Muskogee, Nowata, Okfuskee, Okmulgee, Osage, Ottawa, Pawnee,
Pittsburg, Pushmataha, Rogers, Sequoyah, Tulsa, Wagoner, Washington

Wage Determination No.: 94-2439

Revision No.: 25

Division of Wage Determinations | Date of Last Revision: 07/15/2005

State(s): Oregon

LOGISTICS WORLDWIDE(LOGWORLD) MASS MODIFICATION

Areas: Oregon COUNTIES OF Benton, Coos, Crook, Curry, Deschutes, Douglas, Jackson, Jefferson, Josephine, Klamath, Lake, Lane, Lincoln, Linn

Wage Determination No.: 94-2441

Revision No.: 25

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Oregon, Washington

Areas: Oregon COUNTIES OF Clackamas, Clatsop, Columbia, Gilliam, Hood River, Marion, Multnomah, Polk, Sherman, Tillamook, Wasco, Washington, Yamhill

Washington COUNTIES OF Clark, Cowlitz, Klickitat, Pacific, Skamania, Wahkiakum

Wage Determination No.: 94-2447

Revision No.: 28

Division of Wage Determinations | Date of Last Revision: 06/21/2005

State(s): Pennsylvania

Areas: Pennsylvania COUNTIES OF Berks, Cumberland, Dauphin, Juniata, Lancaster, Lebanon, Mifflin, Montour, Northumberland, Perry, Snyder, Union

Wage Determination No.: 94-2449

Revision No.: 21

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): New Jersey, Pennsylvania

Areas: New Jersey COUNTIES OF Burlington, Camden, Gloucester
Pennsylvania COUNTIES OF Bucks, Chester, Delaware, Lehigh, Montgomery, Northampton, Philadelphia

Wage Determination No.: 94-2451

Revision No.: 28

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Ohio, Pennsylvania

Areas: Ohio COUNTIES OF Belmont, Harrison, Jefferson, Tuscarawas
Pennsylvania COUNTIES OF Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Potter, Somerset, Venango, Warren, Washington, Westmoreland

Wage Determination No.: 94-2453

Revision No.: 21

LOGISTICS WORLDWIDE(LOGWORLD) MASS MODIFICATION

Division of Wage Determinations | Date of Last Revision: 07/22/2005

State(s): Pennsylvania

Areas: Pennsylvania COUNTIES OF Bradford, Carbon, Columbia, Lackawanna, Luzerne, Lycoming, Monroe, Pike, Schuylkill, Sullivan, Susquehanna, Tioga, Wayne, Wyoming

Wage Determination No.: 94-2455

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 06/01/2005

State(s): Pennsylvania

Areas: Pennsylvania COUNTIES OF Adams, York

Wage Determination No. 94-2461

Revision No.: 27

Division of Wage Determinations | Date of Last Revision: 07/27/2005

State(s): Puerto Rico

Areas: Puerto Rico Statewide

Wage Determination No.: 94-2467

Revision No.: 29

Division of Wage Determinations | Date of Last Revision: 08/31/2005

State(s): Rhode Island

Areas: Rhode Island ALL COUNTIES Except Providence (See 94-2253)

Wage Determination No.: 94-2473

Revision No.: 31

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): South Carolina

Areas: South Carolina COUNTIES OF Beaufort, Berkeley, Charleston, Colleton, Dorchester, Georgetown, Williamsburg

Wage Determination No.: 94-2475

Revision No.: 28

Division of Wage Determinations | Date of Last Revision: 06/21/2005

State(s): South Carolina

Areas: South Carolina COUNTIES OF Calhoun, Chester, Clarendon, Fairfield, Kershaw, Lexington, Newberry, Orangeburg, Richland, Saluda, Sumter

LOGISTICS WORLDWIDE(LOGWORLD) MASS MODIFICATION

Wage Determination No: 94-2477

Revision No.: 24

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): South Carolina

Areas: South Carolina COUNTIES OF Darlington, Florence, Lee

Wage Determination No.: 94-2479

Revision No.: 29

Division of Wage Determinations | Date of Last Revision: 06/01/2005

State(s): South Carolina

Areas: South Carolina COUNTIES OF Abbeville, Anderson, Cherokee, Greenville, Greenwood, Laurens, Oconee, Pickens, Spartanburg, Union

Wage Determination No.: 94-2485

Revision No.: 26

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): South Dakota

Areas: South Dakota COUNTIES OF Bennett, Butte, Corson, Custer, Dewey, Fall River, Gregory, Haakon, Harding, Jackson, Jones, Lawrence, Lyman, Meade, Mellette, Pennington, Perkins, Shannon, Stanley, Todd, Tripp, Ziebach

Wage Determination No.: 94-3025

Revision No.: 15

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): South Dakota

Areas: South Dakota COUNTIES OF Aurora, Beadle, Bon Homme, Brookings, Brown, Brule, Buffalo, Campbell, Charles Mix, Clark, Clay, Codington, Davison, Day, Deuel, Douglas, Edmunds, Faulk, Grant, Hamlin, Hand, Hanson, Hughes, Hutchinson, Hyde, Jerauld, Kingsbury, Lake, Lincoln, Marshall, McCook, McPherson, Miner, Minnehaha, Moody, Potter, Roberts, Sanborn, Spink, Sully, Turner, Union, Walworth, Yankton

Wage Determination No.: 94-2491

Revision No.: 25

Division of Wage Determinations | Date of Last Revision: 06/17/2005

State(s): Georgia, Tennessee

Areas: Georgia COUNTIES OF Catoosa, Dade, Walker
Tennessee COUNTIES OF Bledsoe, Bradley, Coffee, Franklin, Grundy, Hamilton, McMinn, Marion, Meigs, Polk, Rhea, Sequatchie, Van Buren

LOGISTICS WORLDWIDE(LOGWORLD) MASS MODIFICATION

Wage Determination No.: 94-2493

Revision No.: 22

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Tennessee

Areas: Tennessee COUNTIES OF Anderson, Blount, Campbell, Claiborne, Cumberland, Fentress, Grainger, Hamblen, Jefferson, Knox, Loudon, Monroe, Morgan, Pickett, Roane, Scott, Sevier, Union

Wage Determination No.: 94-2495

Revision No.: 29

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s) : Arkansas, Kentucky, Mississippi, Tennessee

Areas: Arkansas COUNTIES OF Craighead, Crittenden, Cross, Lee, Mississippi, Poinsett, St Francis
Kentucky COUNTIES OF Ballard, Calloway, Carlisle, Fulton, Graves, Hickman, McCracken, Marshall
Mississippi COUNTIES OF Benton, De Soto, Marshall, Tippah
Tennessee COUNTIES OF Benton, Carroll, Chester, Crockett, Decatur, Dyer, Fayette, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Lake, Lauderdale, McNairy, Madison, Obion, Shelby, Tipton, Weakley

Wage Determination No.: 94-2497

Revision No.: 25

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Kentucky, Tennessee

Areas: Kentucky COUNTIES OF Adair, Allen, Barren, Clinton, Cumberland, Metcalfe, Monroe, Russell, Simpson
Tennessee COUNTIES OF Bedford, Cannon, Cheatham, Clay, Davidson, De Kalb, Dickson, Hickman, Houston, Humphreys, Jackson, Lewis, Macon, Marshall, Maury, Perry, Putnam, Robertson, Rutherford, Smith, Sumner, Trousdale, Warren, White, Williamson, Wilson

Wage Determination No.: 94-2449

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 08/22/2005

State(s): Tennessee, Virginia

Areas: Tennessee COUNTIES OF Carter, Cocke, Greene, Hancock, Hawkins, Johnson, Sullivan, Unicoi, Washington
Virginia COUNTIES OF Buchanan, Dickenson, Grayson, Lee, Russell, Scott, Smyth, Tazewell, Washington, Wise

LOGISTICS WORLDWIDE(LOGWORLD) MASS MODIFICATION

Wage Determination No.: 94-2503

Revision No.: 24

Division of Wage Determinations | Date of Last Revision: 07/05/2005

State(s): Texas

Areas: Texas COUNTIES OF Bastrop, Blanco, Burleson, Burnet, Caldwell,
Fayette, Hays, Lampasas, Lee, Llano, Mason, Milam, San Saba, Travis,
Williamson

Wage Determination No.: 94-2505

Revision No.: 25

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Louisiana, Texas

Areas: Louisiana PARISHES OF Calcasieu, Cameron, Jefferson Davis,
Lafayette, Vermilion
Texas COUNTIES OF Angelina, Hardin, Jasper, Jefferson, Nacogdoches,
Newton, Orange, Polk, Sabine, San Augustine, Shelby, Tyler

Wage Determination No.: 94-2507

Revision No.: 26

Division of Wage Determinations | Date of Last Revision: 06/01/2005

State(s): Texas

Areas: Texas COUNTIES OF Aransas, Bee, Calhoun, Goliad, Jim Wells,
Kleberg, Live Oak, Nueces, Refugio, San Patricio, Victoria

Wage Determination No.: 94-2509

Revision No.: 26

Division of Wage Determinations | Date of Last Revision: 06/03/2005

State(s): Texas

Areas: Texas COUNTIES OF Collin, Cooke, Dallas, Delta, Denton, Ellis,
Fannin, Grayson, Henderson, Hopkins, Hunt, Kaufman, Lamar, Navarro,
Rains, Rockwall, Smith, Van Zandt, Wood

Wage Determination No.: 94-2511

Revision No.: 2

Division of Wage Determinations | Date of Last Revision: 06/14/2005

State(s): New Mexico, Texas

Areas: New Mexico COUNTIES OF Chaves, Dona Ana, Eddy, Grant, Hidalgo,
Lincoln, Luna, Otero, Sierra
Texas COUNTIES OF Culberson, El Paso, Hudspeth

LOGISTICS WORLDWIDE(LOGWORLD) MASS MODIFICATION

Wage Determination No.: 94-2513

Revision No.: 26

Division of Wage Determinations | Date of Last Revision: 06/03/2005

State(s): Texas

Areas: Texas COUNTIES OF Erath, Hood, Jack, Johnson, Montague, Palo Pinto, Parker, Somervell, Tarrant, Wise

Wage Determination No.: 94-2515

Revision No.: 33

Division of Wage Determinations | Date of Last Revision: 03/30/2006

State(s): Texas

Areas: Texas COUNTIES OF Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington, Wharton

Wage Determination No.: 94-2517

Revision No.: 29

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): New Mexico, Oklahoma, Texas

Areas:, New Mexico COUNTIES OF Curry, Lea, Quay, Roosevelt, Union
Oklahoma COUNTIES OF Beaver, Cimarron, Texas
Texas COUNTIES OF Andrews, Armstrong, Bailey, Borden, Brewster, Briscoe, Brown, Callahan, Carson, Castro, Childress, Cochran, Coke, Coleman, Coilingsworth, Comanche, Concho, Cottle, Crane, Crockett, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Eastland, Ector, Fisher, Floyd, Foard, Gaines, Garza, Glasscock, Gray, Hale, Hall, Hansford, Hardeman, Hartley, Haskell, Hemphill, Hockley, Howard, Hutchinson, Irion, Jeff Davis, Jones, Kent, Kimble, King, Knox, Lamb, Lipscomb, Loving, Lubbock, Lynn, McCulloch, Martin, Menard, Midland, Mitchell, Moore, Motley, Nolan, Ochiltree, Oldham, Parmer, Pecos, Potter, Presidio, Randall, Reagan, Reeves, Roberts, Runnels, Schleicher, Scurry, Shackelford, Sherman, Stephens, Sterling, Stonewall, Sutton, Swisher, Taylor, Terrell, Terry, Throckmorton, Tom Green, Upton, Ward, Wheeler, Winkler, Yoakum, Young

Wage Determination No.: 94-2519

Revision No.: 24

Division of Wage Determinations | Date of Last Revision: 03/15/2006

State(s): Texas

Areas: Texas COUNTIES OF Brooks, Cameron, Dimmit, Duval, Frio, Hidalgo, Jim Hogg, Kenedy, La Salle, Maverick, Starr, Webb, Willacy, Zapata, Zavala

LOGISTICS WORLDWIDE(LOGWORLD) MASS MODIFICATION

Wage Determination No.: 94-2521

Revision No.: 29

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Texas

Areas: Texas COUNTIES OF Atascosa, Bandera, Bexar, Comal, De Witt,
Edwards, Gillespie, Gonzales, Guadalupe, Karnes, Kendall, Kerr,
Kinney, McMullen, Medina, Real, Uvalde, Val Verde, Wilson

Wage Determination No.: 94-2523

Revision No.: 24

Division of Wage Determinations | Date of Last Revision: 08/02/2005

State(s): Texas

Areas: Texas COUNTIES OF Anderson, Bell, Bosque, Brazos, Coryell,
Falls, Freestone, Hamilton, Hill, Leon, Limestone, McLennan, Mills,
Robertson

Wage Determination No.: 94-2525

Revision No.: 26

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Oklahoma, Texas

Areas: Oklahoma COUNTIES OF Comanche, Cotton, Greer, Harmon, Jackson,
Jefferson, Kiowa, Stephens, Tillman
Texas COUNTIES OF Archer, Baylor, Clay, Wichita, Wilbarger

Wage Determination No.: 94-2531

Revision No.: 28

Division of Wage Determinations | Date of Last Revision: 07/15/2005

State(s): Utah

Areas: Utah Statewide

Wage Determination No.: 94-2537

Revision No.: 28

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Vermont

Areas: Vermont Statewide

LOGISTICS WORLDWIDE(LOGWORLD) MASS MODIFICATION

Wage Determination No.: 94-2543

Revision No.: 38

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): North Carolina, Virginia

Areas: North Carolina COUNTIES OF Camden, Chowan, Currituck, Gates,
Pasquotank, Perquimans
Virginia COUNTIES OF Gloucester, Isle of Wight, James City, Mathews,
Southampton, Surry, York, Chesapeake, Hampton, Newport News, Norfolk,
Poquoson, Portsmouth, Suffolk, Virginia Beach, Williamsburg

Wage Determination No.: 94-2545

Revision No.: 26

Division of Wage Determinations | Date of Last Revision: 07/27/2005

State(s): Virginia

Areas: Virginia COUNTIES OF Albemarle, Amelia, Brunswick, Buckingham,
Caroline, Charles City, Charlotte, Charlottesville, Chesterfield,
Colonial Heights, Cumberland, Dinwiddie, Essex, Fluvanna, Goochland,
Greensville, Hanover, Henrico, King and Queen, King William, Lancaster,
Louisa, Lunenburg, Mecklenburg, Middlesex, New Kent, Northumberland,
Nottoway, Orange, Powhatan, Prince Edward, Prince George, Richmond,
Sussex, Westmoreland, Hopewell, Petersburg

Wage Determination No.: 94-2547

Revision No.: 22

Division of Wage Determinations | Date of Last Revision: 06/17/2005

State(s): Virginia

Areas: Virginia COUNTIES OF Alleghany, Amherst, Appomattox, Augusta,
Bath,
Bedford, Bland, Botetourt, Campbell, Carroll, Craig, Floyd, Franklin,
Giles, Halifax, Henry, Highland, Montgomery, Nelson, Patrick,
Pittsylvania, Pulaski, Roanoke, Rockbridge, Wythe

Wage Determination No.: 94-2553

Revision No.: 24

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Virgin Islands

Areas: Virgin Islands Statewide

LOGISTICS WORLDWIDE(LOGWORLD) MASS MODIFICATION

Wage Determination No.: 94-2559

Revision No.: 28

Division of Wage Determinations | Date of Last Revision: 09/30/2005

State(s): Washington

Areas: Washington COUNTIES OF Clallam, Grays Harbor, Jefferson, Kitsap, Mason

Wage Determination No.: 94-2561

Revision No.: 33

Division of Wage Determinations | Date of Last Revision: 11/07/2005

State(s): Washington

Areas: Washington COUNTIES OF Island, San Juan, Skagit

Wage Determination No.: 94-2563

Revision No.: 29

Division of Wage Determinations | Date of Last Revision: 11/07/2005

State(s): Washington

Areas: Washington COUNTIES OF King, Snohomish, Whatcom

Wage Determination No.: 94-2565

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 06/17/2005

State(s): Washington

Areas: Washington COUNTIES OF Adams, Asotin, Chelan, Columbia, Douglas, Ferry, Garfield, Grant, Kittitas, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, Whitman

Wage Determination No.: 94-2567

Revision No.: 24

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Washington

Areas: Washington COUNTIES OF Lewis, Pierce, Thurston

Wage Determination No.: 94-2569

Revision No.: 25

LOGISTICS WORLDWIDE(LOGWORLD) MASS MODIFICATION

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Oregon, Washington

Areas: Oregon COUNTIES OF Baker, Grant, Harney, Malheur, Morrow,
Umatilla, Union, Wallowa, Wheeler
Washington COUNTIES OF Benton, Franklin, Walla Walla, Yakima

Wage Determination No.: 94-2573

Revision No.: 24

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Kentucky, Ohio, West Virginia

Areas: Kentucky COUNTIES OF Boyd, Carter, Elliott, Floyd, Greenup,
Johnson, Lawrence, Lewis, Magoffin, Martin, Pike
Ohio COUNTIES OF Monroe, Morgan, Noble, Washington
West Virginia ALL COUNTIES EXCEPT Berkley and Jefferson

Wage Determination No.: 94-3017

Revision No.: 9

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): West Virginia

Areas: West Virginia COUNTIES OF Berkley, Jefferson

Wage Determination No.: 94-2575

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 06/17/2005

State(s): Wisconsin

Areas: Wisconsin COUNTIES OF Brown, Calumet, Door, Florence, Fond Du
Lac,
Forest, Green Lake, Kewaunee, Langlade, Lincoln, Manitowoc, Marathon,
Marinette, Marquette, Menominee, Oconto, Oneida, Outagamie, Portage,
Shawano, Sheboygan, Vilas, Waupaca, Waushara, Winnebago

Wage Determination No.: 94-2577

Revision No.: 28

Division of Wage Determinations | Date of Last Revision: 06/21/2005

State(s): Wisconsin

Areas: Wisconsin COUNTIES OF Adams, Barron, Buffalo, Chippewa, Clark,
Crawford, Dunn, Eau Claire, Grant, Jackson, Juneau, La Crosse, Monroe,
Pepin, Richland, Trempealeau, Vernon, Wood

Wage Determination No.: 94-2579

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 05/23/2005

LOGISTICS WORLDWIDE(LOGWORLD) MASS MODIFICATION

State(s): Wisconsin

Areas: Wisconsin COUNTIES OF Columbia, Dane, Dodge, Green, Iowa, Jefferson, Lafayette, Rock, Sauk

Wage Determination No.: 94-2581

Revision No.: 28

Division of Wage Determinations | Date of Last Revision: 08/22/2005

State(s): Wisconsin

Areas: Wisconsin COUNTIES OF Milwaukee, Ozaukee, Racine, Walworth, Washington, Waukesha

Wage Determination No.: 94-3003

Revision No.: 9

Division of Wage Determinations | Date of Last Revision: 05/23/2005

State(s): Wisconsin

Areas: Wisconsin COUNTY OF Kenosha

Wage Determination No.: 94-2587

Revision No.: 25

Division of Wage Determinations | Date of Last Revision: 07/27/2005

State(s): Nebraska, Wyoming

Areas: Nebraska COUNTIES OF Banner, Box Butte, Cheyenne, Dawes, Deuel, Garden, Kimball, Morrill, Scotts Bluff, Sheridan, Sioux
Wyoming Statewide

Wage Determination No: 96-0223

Revision No.: 19

Division of Wage Determinations | Date of Last Revision: 4/13/2006

Service: 'Hazardous Waste Pickup and Disposal Services (Material/Oil and Related Cleanup)'

Area: 'NATIONWIDE: Applicable in the continental U.S. and Hawaii
Regions are defined as follows: MIDWEST REGION: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin; NORTHEAST REGION: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont; SOUTH REGION: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia; WEST REGION: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming.'